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# COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

NOV 18 2009 PUBLIC SERVICE COMMISSION

IN THE MATTER OF AN ADJUSTMENT	)	
OF GAS RATES OF	)	CASE NO. 2009-00202
DUKE ENERGY KENTUCKY, INC.	)	

#### STIPULATION AND RECOMMENDATION

On or about July 1, 2009, Duke Energy Kentucky, Inc. ("Duke Energy Kentucky or the Company") filed its application with the Kentucky Public Service Commission ("Commission"), pursuant to KRS 278.190, for an increase in retail natural gas rates and to implement new tariffs and revised charges in the above-captioned proceeding ("Application"). On or about July 10, 2009, the Attorney General of the Commonwealth of Kentucky ("Attorney General"), the only other party in the case, filed its motion to intervene, which was granted by the Commission.

Duke Energy Kentucky and the Attorney General (collectively as the "Parties") have filed testimony supporting their respective positions relating to Duke Energy Kentucky's Application. The Parties and the Commission Staff have engaged in substantial discovery of the Parties' respective positions by issuing numerous information requests to which the Parties have responded.

The Parties, representing diverse interests and viewpoints, have reached a complete settlement of all the issues raised in this proceeding and have executed this Stipulation and Recommendation ("Stipulation") for purposes of submitting their

agreement to the Commission for consideration and approval. It is the intent and purpose of the Parties to express their agreement on a mutually satisfactory resolution of all issues in the instant proceeding.

The Parties understand that this Stipulation is not binding upon the Commission, but believe it is entitled to careful consideration by the Commission. The Parties agree that this Stipulation, viewed in its entirety, constitutes a reasonable resolution of all issues in this proceeding.

The Parties request that the Commission issue an Order approving this Stipulation in its entirety pursuant to KRS 278.190, including the rate increase, rate structure, and tariffs as described herein. The request is based upon the belief that the Parties' participation in settlement negotiations and the materials on file with the Commission adequately support this Stipulation. Adoption of this Stipulation will eliminate the need for the Commission and the Parties to expend significant resources in litigation of this proceeding and will eliminate the possibility of, and any need for, rehearing or appeals of the Commission's final order herein.

NOW, THEREFORE, for and in consideration of the mutual premises set forth above and the agreements set forth herein, the Parties agree as follows:

1. Revenue Increase. Duke Energy Kentucky shall be authorized to adjust its base gas rates in order to permit it an opportunity to recover \$13,000,000 more in annual base gas revenue than it is recovering under its current base rates, with such revised rates to be effective for service rendered on and after January 4, 2010.

- 2. Tariff Filing and New Rate Design. Duke Energy Kentucky will withdraw its proposed Straight Fixed Variable rate design, and instead the revenue increase will be allocated between the monthly customer charge and the volumetric rate. The Parties agree that the Residential Customer Charge shall be increased to \$16.00 per bill. The Parties agree that the Customer Charge for General Service shall be increased to \$47.50 per bill. The balance of the base gas revenue increase allocable to customers will be recovered through volumetric rates. The pro forma tariff sheets for all rate classes, attached hereto as Attachment A, are recommended as reflecting the new rates to be effective for service rendered on and after January 4, 2010. These pro forma tariff sheets further reflect rates that are designed to allow Duke Energy Kentucky to recover the increased base gas revenue from its various classes of customers, in the manner agreed to by the Parties to this Stipulation.
- 3. Future Natural Gas Rate Increase Request. Duke Energy Kentucky agrees that it will not file an application to increase its natural gas delivery base rates or request to implement a Straight Fixed Variable rate design for retail natural gas customers for eighteen months (18) from date on which the Commission approves this Stipulation.
- **4.** Return on Equity. The Parties agree that Duke Energy Kentucky's authorized Return on Equity ("ROE") shall be 10.375% and the capital structure is approved as filed in the Company's Application.
- 5. <u>Depreciation Rates.</u> Duke Energy Kentucky withdraws the depreciation study filed in this proceeding and shall continue to use its existing depreciation accrual rates and methodology for natural gas service as approved in Case No. 2005-00042.

- 6. Gas Cost Adjustment ("GCA"). The Parties agree that Duke Energy Kentucky shall withdraw its proposal to recover carrying costs on gas storage via the GCA. The Parties agree that Duke Energy Kentucky shall implement its proposal to recover the portion of its Uncollectible Expense related to the natural gas commodity via the GCA in the manner proposed by the Company in its Application.
- 7. <u>Amortization Period.</u> For financial accounting purposes, Duke Energy Kentucky will amortize incremental rate case expense associated with this proceeding for recovery over a three-year period beginning with the effective date of the revised tariffs.
- 8. <u>Proof of Revenue</u>. Attached to this Stipulation as Attachment B are proof-of-revenue sheets, showing that the rates set forth in Attachment A will generate the proposed base gas revenue increase to which the Parties have agreed in Paragraph Number 1 hereof.
- 9. <u>Filing of Stipulation.</u> Following the execution of this Stipulation, the Parties shall cause the Stipulation to be filed with the Commission with a request to the Commission for consideration and approval of this Stipulation so that Duke Energy Kentucky may begin billing under the approved adjusted rates for service rendered on and after January 4, 2010.
- 11. <u>Commission Approval.</u> The Parties to this Stipulation shall act in good faith and use their best efforts to recommend to the Commission that this Stipulation be accepted and approved. Each Party hereto waives all cross-examination of the witnesses of the other Party hereto except in support of the Stipulation or unless the Commission fails to adopt this Stipulation in its entirety. Each Party further stipulates and recommends that the Notice of Intent, Notice, Application, direct testimony, pleadings

and responses to data requests filed in this proceeding be admitted into the record. The Parties further agree and intend to support the reasonableness of this Stipulation before the Commission, and to cause their counsel to do the same in this proceeding and in any appeal from the Commission's adoption and/or enforcement of this Stipulation. If the Commission issues an order adopting this Stipulation in its entirety, each of the Parties hereto agrees that it shall file neither an application for rehearing with the Commission, nor an appeal to the Franklin County Circuit Court with respect to such order.

12. **Effect of Non-Approval.** If the Commission does not accept and approve this Stipulation in its entirety or imposes any additional conditions or requirements upon the signatory Parties, then: (a) any Party may elect, in writing docketed in this proceeding, within ten days of such Commission Order, that this Stipulation shall be void and withdrawn by the Parties hereto from further consideration by the Commission and none of the Parties shall be bound by any of the provisions herein; and (b) each Party shall have the right, within 20 days of the Commission's order, to file an application for rehearing, including a notice of termination of and withdrawal from the Stipulation; and, (c) in the event of such termination and withdrawal of the Stipulation, neither the terms of this Stipulation nor any matters raised during the settlement negotiations shall be binding on any of the signatory Parties to this Stipulation or be construed against any of the signatory Parties. Should the Stipulation be voided or vacated for any reason after the Commission has approved the Stipulation and thereafter any implementation of the terms of the Stipulation has been made, then the Parties shall be returned to the status quo existing at the time immediately prior to the execution of this Stipulation.

In order to facilitate the execution of this Agreement and to achieve one of the purposes of this Agreement, Duke Energy Kentucky will not file rebuttal testimony that might have otherwise been filed and the Attorney General will not file responses to Data Requests that might have otherwise been filed. However, should the hearing go forward pursuant to this paragraph, then the Parties agree that all Parties should be permitted to move the Commission for the establishment of a procedural schedule which would permit the Parties to submit evidence that has not been submitted as a result of reaching this Agreement, including but not limited to updating of any outstanding data requests and the submission of Rebuttal Testimony.

- 13. <u>Commission Jurisdiction.</u> This Stipulation shall in no way be deemed to divest the Commission of jurisdiction under Chapter 278 of the Kentucky Revised Statutes.
- 14. <u>Successors and Assigns.</u> This Stipulation shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns.
- 15. <u>Complete Agreement.</u> This Stipulation constitutes the complete agreement and understanding among the Parties hereto, and any and all oral statements, representations or agreements made prior hereto or contained contemporaneously herewith shall be null and void and shall be deemed to have been merged into this Stipulation.
- **16.** <u>Implementation of Stipulation.</u> For the purpose of this Stipulation only, the terms are based upon the independent analysis of the Parties to reflect a just and reasonable resolution of the issues herein and are the product of compromise and negotiation. Notwithstanding anything contained in the Stipulation, the Parties recognize

and agree that the effects, if any, of any future events upon the operating income of Duke Energy Kentucky are unknown and this Stipulation shall be implemented as written.

- Admissibility and Non-Precedential Effect. Neither the Stipulation nor any of the terms shall be admissible in any court or Commission except insofar as such court or Commission is addressing litigation arising out of the implementation of the terms herein or the approval of this Stipulation. This Stipulation shall not have any precedential value in this or any other jurisdiction.
- 18. <u>No Admissions.</u> Making this Stipulation shall not be deemed in any respect to constitute an admission by any Party hereto that any computation, formula, allegation, assertion or contention made by any other Party in these proceedings is true or valid. Nothing in this Stipulation shall be used or construed for any purpose to imply, suggest or otherwise indicate that the results produced through the compromise reflected herein represent fully the objectives of a Party.
- 19. <u>Authorizations.</u> The signatory Parties hereto warrant that they have informed, advised, and consulted with the respective Parties hereto in regard to the contents and stipulation, and based upon the foregoing, are authorized to execute this Stipulation on behalf of the Parties hereto.
- **20.** <u>Commission Approval.</u> This Stipulation is subject to the acceptance of and approval by the Commission.
- 21. <u>Interpretation of Stipulation.</u> This Stipulation is a product of negotiation among all Parties hereto, and no provision of this Stipulation shall be strictly construed in favor of or against any Party.
  - 22. <u>Counterparts.</u> This Stipulation may be executed in multiple counterparts.

**23. Future Proceedings.** Nothing in this Stipulation shall preclude, prevent or prejudice any Party hereto from raising any argument/issue or challenging any adjustment in any future rate case proceeding of Duke Energy Kentucky.

IN WITNESS WHEREOF, this Stipulation has been agreed to effective this

\_\_\_\_\_ day of November 2009. By affixing their signatures below, the undersigned

Parties respectfully request the Commission to issue its Order approving and adopting
this Stipulation the Parties hereto have hereunto affixed their signatures.

DUKE ENERGY KENTUCKY, INC

Julie S. Janson

ATTORNEY GENERAL OF THE COMMONWEALTH OF KENTUCKY

By:\_ Title: Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011 KY.P.S.C. Gas No. 2 Thirty-Eighth Revised Sheet No. 30 Cancelling and Superseding Thirty-Seventh Revised Sheet No. 30 Page 1 of 1

## RATE RS RESIDENTIAL SERVICE

#### **APPLICABILITY**

Applicable to firm natural gas service, which is comprised of commodity gas supply and local delivery service, required for all domestic purposes in private residences, single occupancy apartments, and common use areas of multi-occupancy buildings, when supplied at one point of delivery where distribution mains are adjacent to the premises to be served.

#### **NET MONTHLY BILL**

The Net Monthly Bill is determined as follows: All gas is billed in units of 100 cubic feet (CCF).

Customer Charge per month:

\$16.00

	Delivery <u>Rate</u>		Gas Cost <u>Adjustment</u>		Total Rate
Plus a commodity Charge for all CCF at	\$0.37213	plus	\$0.6699	Equals	\$1.04203

Plus, all delivered gas shall be subject to an adjustment per CCF as set forth on Sheet No. 62, Rider DSMR, Demand Side Management Rate.

The "Customer Charge" shown above shall be the minimum amount billed each month.

The "Gas Cost Adjustment" as shown above, is an adjustment per 100 cubic feet determined in accordance with the "Gas Cost Adjustment Clause" set forth on Sheet No. 70 of this tariff.

When bills are rendered less frequently than monthly the time related units such as cubic feet blocks, minimum or other charges, will be billed in accordance with the number of billing months in the meter reading interval.

#### LATE PAYMENT CHARGE

Payment of the Net Monthly Bill must be received in the Company's office within twenty-one (21) days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5%, is due and payable.

#### **SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

Issued by authority of an Orde 00202.	r of the Kentucky Publ	ic Service Commission	dated	in Case N	lo. 2009-
Issued:		E	Effective:	•	

Issued by Julie Janson, President

Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011

KY.P.S.C. Gas No. 2 Thirty-Eighth Revised Sheet No. 31 Cancelling and Superseding Thirty-Seventh Revised Sheet No. 31 Page 1 of 1

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#### **RATE GS**

#### **GENERAL SERVICE**

#### **APPLICABILITY**

Applicable to firm natural gas service, which is comprised of commodity gas supply and local delivery service, required for any purpose by an individual non-residential customer at one location when supplied at one point of delivery where distribution mains are adjacent to the premises to be served. This schedule is also applicable to non-metered natural gas commodity supplies and local delivery service for street lighting to such entities as certificated homeowners associations, businesses, and federal, state, and local governments. The Company may decline requests for service under this tariff due to gas supply limitations.

#### **NET MONTHLY BILL**

The Net Monthly Bill is determined as follows: All gas is billed in units of 100 cubic feet (CCF)

Customer Charge per month:

\$47.50

	Delivery <u>Rate</u>		Gas Cost Adjustment		Total Rate
Plus a Commodity Charge for					
all CCF at	\$0.20530	Plus	\$0.6699	Equals	\$0.87520

Plus all delivered gas shall be subject to an adjustment per CCF as set forth on: Sheet No. 62, Rider DSMR, Demand Side Management Rate for non-residential service

The "Customer Charge" shown above shall be the minimum amount billed per month.

The "Gas Cost Adjustment," as shown above, is an adjustment per 100 cubic feet determined in accordance with the "Gas Cost Adjustment Clause" set forth on Sheet No. 70 of this tariff.

When bills are rendered less frequently than monthly the time related units such as cubic feet blocks, minimum bills or other charges, will be billed in accordance with the number of billing months in the meter reading interval.

#### LATE PAYMENT CHARGE

Payment of the Net Monthly Bill must be received in the Company's office within twenty-one (21) days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5%, is due and payable.

#### **TERM OF SERVICE**

One year, terminable thereafter on ten (10) days written notice by either customer or Company.

#### SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission as provided by law.

Issued by authority of an Order of the Kentucky Public Service Commission dated		
Issued:	Effective:	

Issued by Julie Janson, President

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KY.P.S.C. Gas No. 2 First Revised Sheet No. 51 Cancelling and Superseding Original Sheet No. 51 Page 1 of 4

Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011

#### RATE FT - L

#### FIRM TRANSPORTATION SERVICE

#### **AVAILABILITY**

Service under this rate schedule is available to any customer who: (1) enters into a written agreement with the Company; and (2) has arranged for delivery of gas into the Company's system for the customer's use at one point of delivery where distribution mains are adjacent to the premise to be served. Service provided hereunder shall be by displacement. This is a firm full requirements large volume transportation service, which is provided from the Company's city-gate receipt points to the outlet side of Company's meter used to serve the customer. This service is available within the Company's entire service territory to serve the firm service requirements of customers receiving firm service in combination with service under Rate IT, and the firm service requirements of all non-residential customers who use more than 20,000 CCF per year, except for those customers whose utility service accounts are past due at the time customer desires to utilize this service, or whose accounts fall into arrears, as defined in Rate FRAS after choosing this service. In the latter event, the customer will be returned to the Company's sales service effective with the customer's next scheduled meter reading, and will be ineligible to choose this transportation service until all arrears are paid in full. For customers receiving service under this tariff the written agreement between the Supplier and the customer may be terminated by supplier for non-payment of the customer's gas commodity portion of the bill if the account is at least 30 days past due. The Supplier shall give the Company and the customer no less than 30 days written notice that the customer will be switched from the Supplier and revert to the Company's sales service unless the past due amount is paid by the customer's next scheduled bill due date. If the past due amount is paid by the next scheduled bill due date, the customer will not revert to the Company's sales service but will remain with the Supplier. Customer must enter into a "pooling" agreement with a Supplier from a list of approved gas pool operators that have signed "Large Nolume Customer Transportation Pooling Agreement" with the Company. Such suppliers must arrange for the delivery of gas into Company's system in accordance with Rate FRAS.

Customers who believe that they will significantly increase throughput, from their historic firm service levels, shall so inform the Company.

#### **DEFINITIONS**

Terms used in this tariff are defined in the same manner as set forth in Rate FRAS, Sheet No. 44.

#### **CHANGES IN CUSTOMERS' SERVICE ELECTIONS**

Customers, who elect service under this tariff and later return to Company's sales service may do so only in accordance with the requirements of the Company's tariffs and applicable regulations of the Kentucky Public Service Commission. If a customer voluntarily elects to return to the Company's sales service, all incremental gas procurement, upstream transportation, and storage costs incurred by Company in order to return customer to sales service may, as determined by the Company, have to be borne by customer.

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Case No. 2009-202 Attachment A "Final" Page 4 of 13

Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011 KY.P.S.C. Gas No. 2 First Revised Sheet No. 51 Cancelling and Superseding Original Sheet No. 51 Page 2 of 4

#### **NET MONTHLY BILL**

The Net Monthly Bill shall be determined in accordance with the following rates and charges:

Administrative Charge per Month:

\$430.00

The Administration Charge hereunder will be waived when this service is used in combination with the service provided under Sheet No. 50, Rate IT, Interruptible Transportation Service.

Plus a charge per CCF for each CCF or gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at:

\$0.17369 per CCF

Plus the throughput charge for the service level selected under Rate IMBS, Interruptible Monthly Balancing Service

Plus all transported gas shall be subject to an adjustment per CCF as set forth on: Sheet No. 77, Rider GCAT, Gas Cost Adjustment Transition Rider, except as provided thereon.

Plus the cost to install remote meter reading equipment on customer's meter in order to monitor customer's usage on a daily basis.

Plus, or minus, rate adjustments which may occur as a result of changes in the rates of interstate pipelines, or of rulings of the Kentucky Public Service Commission and/or the Federal Energy Regulatory Commission, and for which it is determined that all customers should be allocated some portion of the corresponding costs or refunds.

Customer and/or its Suppliers shall be responsible for the payment and collection of excise taxes, sales taxes, revenue taxes, or similar taxes on the gas supplies that customer purchases from its Supplier.

#### MINIMUM BILL

The monthly minimum bill shall be the Administrative Charge and charge for remote meter reading, both as shown above.

#### LATE PAYMENT CHARGE

Payment of the total amount due must be received in Company's office by the due date shown on the bill. When not so paid, an additional amount equal to five percent (5%) of the unpaid balance of the bill is due and payable.

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Issued:	Effective: Issued by Julie Janson, President

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KY.P.S.C. Gas No. 2 First Revised Sheet No. 51 Cancelling and Superseding Original Sheet No. 51 Page 3 of 4

Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011

#### **GENERAL TERMS AND CONDITIONS**

#### 1. Remote Metering

In order to administer the provisions of this tariff and monitor customer's daily usage, the Company will install remote metering equipment on customer's meter site. Customer will be responsible for payment of the cost of such equipment, through a monthly charge designed to, among other things, reimburse the Company for the costs of such equipment. As a pre-requisite for receiving service under this tariff, Customer will also be responsible for providing the Company with access, on an ongoing basis, to a telephone service at customer's metering site, or such other equipment or utilities which may be necessary, and shall also be responsible for the monthly charges for such telephone service or other necessary equipment or utilities.

The Company will provide customer, and/or its designated pool operator by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool on a daily basis. Daily operational information shall include information on daily gas flows provided by Automatic Meter Reading (AMR) equipment, telemetry, or any other means the Company has available to help the customer, or its designated pool operator estimate the daily gas deliveries for individual customer's receiving service under Rate FT-L and for the pool's combined accounts.

#### 2. Approved Supplier List

Company shall maintain a list of approved Suppliers from which customer can choose. Such list will include Suppliers who have signed a Gas Supply Aggregation/Customer Pooling Agreement in which Supplier has agreed to participate in and provide gas supplies to Rate FT-L pools, and abide by Company's requirements for its pooling program. This list shall be available to any customer upon request.

#### 3. Applications and Service Date

A customer who desires service under this tariff shall apply through its chosen Supplier. Customer must also enter into a written agreement with the Company, such agreement shall set forth specific arrangements as to the transportation services provided, as well as, any other circumstances relating to the individual customer. Unless the Company determines that the customer is not eligible to become a transportation customer of the Supplier, the Company shall exercise its reasonable efforts to transfer the customer to the Supplier's pool on the customer's next regularly scheduled meter reading date after the telephone line and automatic meter reading equipment is installed and operative.

A customer, who terminates service under this tariff and returns to sales service, or who changes Suppliers, shall through its supplier provide Company with written or electronic notice. Requests so received shall normally be honored on customer's next regularly scheduled meter reading date. In the event that a customer is returned to sales service for non-payment, the Supplier shall provide the Company with notice of termination and shall comply with any notice requirements of the Suppliers' Code of Conduct set forth in Rate FRAS, Sheet No. 44.

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Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011 KY.P.S.C. Gas No. 2 First Revised Sheet No. 51 Cancelling and Superseding Original Sheet No. 51 Page 4 of 4

#### **GENERAL TERMS AND CONDITIONS (Contd.)**

4. Access to Usage History and Current Billing Information

The "Customer Consent Form," used to initiate requests for service under this tariff, shall authorize customer's Supplier to receive customer's usage, billing, and payment history from the Company, to act on customer's behalf in making billing/usage inquiries, and in exchanging current billing information with Company, including notices of commencement or termination of service by either party.

#### 5. Service Term

Except customers returned for non-payment or for good cause shown the primary term of contract shall be a minimum of one (1) year. Customers may not elect to move to or from the Company's sales service and transportation service, or between rate schedules during this twelve month primary term. In addition, such movements will require thirty days advance notice to the Company and the Company's specific authorization if such movements are to occur during the winter period, November through March. After completion of the primary term, such contract shall continue unless cancelled by either party upon thirty (30) days written notice

#### 6. Regulatory Approvals

Customer's Supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable gas to be delivered to the Company's system.

#### **CURTAILMENT OF SERVICE**

In times of system emergencies, the Company may curtail service under this rate schedule in order to maintain service to human needs customers and customers receiving service under Rates RS, GS and in accordance with curtailment procedures on file with, and approved by, the Kentucky Public Service Commission. In the event customer fails to comply with the Company's direction to curtail, the Company reserves the right to physically discontinue service to the customer. Company shall not be liable in damages or otherwise to customer for any loss of production, other claim, or any consequences occasioned by customer as a result of such curtailment or because of the lack of advance notice to customer of such curtailment.

#### **SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Rules and Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

2009-00202.	an Order of the Kentucky Public Service Commission dated	in Case No.
Issued:	Effective: Issued by Julie Janson, President	

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Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011

KY.P.S.C. Gas No. 2 First Revised Sheet No. 50 Cancelling and Superseding Original Sheet No. 50 Page 1 of 5

#### RATE IT

#### INTERRUPTIBLE TRANSPORTATION SERVICE

#### **APPLICABILITY**

Applicable to curtailable natural gas local delivery service and available to any customer who: (1) signs a contract with the Company for service under Rate IT; (2) utilizes a minimum of 10,000 CCF per month during the seven consecutive billing periods commencing with customer's first meter reading taken on or after April 1; (3) has arranged for the delivery of gas into the Company's system for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served, and (4) has become a member of a pool under Rate AS and elected Interruptible Monthly Balancing Service under Rate IMBS. Any service provided hereunder shall be provided by displacement and on a "reasonable efforts" basis. The Company reserves the right to decline requests to initiate or continue such service whenever, in the Company's judgment, rendering the service would be detrimental to the operation of the Company's system or its ability to supply gas to customers receiving service under the provisions of Rate RS, Rate GS, and Rate FT-L.

This rate schedule shall not preclude the Company from entering into alternative special arrangements with Commission approval, which are designed to meet unique circumstances.

The service provided hereunder shall be interruptible local gas delivery service provided on a "reasonable efforts" basis from the Company's city-gate receipt points to the outlet side of the meter used to serve Customer. The Company, to insure its ability to reliably supply gas to customers receiving service under the provisions of Rate RS, Rate GS, and Rate FT-L, shall have the right for operational purposes to designate the city-gate receipt points where the customer's pool operator is required to deliver its gas.

#### **NET MONTHLY BILL**

The Net Monthly Bill is determined as follows: All gas consumed is billed in units of 100 cubic feet (CCF)

Administrative Charge per month:

\$430.00

Commodity Charge per CCF:

Company will deliver the arranged-for gas, less shrinkage which is equal to the Company's system average unaccounted for percentage, at a rate per CCF, of except as specified in the "Alternate Fuels" provision;

\$0.09493 per CCF

Plus balancing related charges pursuant to Rates IMBS if customer has elected to operate as its own pool operator for supply management purposes.

Plus, if applicable, the throughput charge for the service level selected under Rate IMBS, Interruptible Monthly Balancing Service.

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Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011

#### **NET MONTHLY BILL (Contd.)**

Plus, if applicable, charges for unauthorized deliveries as described later in this tariff.

The Company is required to install remote meter reading equipment on customer's meter in order to monitor customer's usage on a daily basis. Customer will be responsible for the cost of such equipment either through a monthly surcharge or an up front contribution designed to reimburse the Company for the cost of such equipment. The meter shall be owned by the Company.

#### MINIMUM BILL

The minimum monthly bill that customer shall receive shall be the monthly Administrative Charge and monthly charge for remote metering equipment shown above, and, in addition thereto during the seven (7) consecutive billing periods beginning in April, the 10,000 CCF volume minimum. If customer fails to take delivery of 10,000 CCF per month during the months of April through October, customer will be billed, in addition to the Administrative Charge and metering charges, and charges for the delivered volumes, an amount equal to the difference between 10,000 CCF and the delivered volumes billed at Rate GS.

#### UNAUTHORIZED DELIVERIES

In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow through of pipeline penalty charges to the extent they are paid by the Company, and in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate. The charges for such unauthorized deliveries shall be billed directly to the customer in lieu of its "pool operator", if applicable. However, Company shall not be precluded from physically discontinuing service to the customer, if the customer refuses to interrupt service when requested by the Company.

#### MINIMUM USAGE

In the event that customer repeatedly and significantly fails to meet the seven (7) summer months minimum usage requirements of this tariff, Customer may at the Company's option be removed from this tariff and denied further service, or at the Company's option may be switched to either Rate GS or FT-L.

#### **ALTERNATIVE FUELS**

The Company may without prior Commission approval charge a rate lower than that specified in the "Net Monthly Bill" provision, to meet competition from alternative fuels. The decision to charge a lower rate will be made on a case-by-case basis, supported by a statement in an affidavit from the customer that absent such lower rate, customer would utilize an alternative fuel source. The lower rate shall not be less than one-half the commodity rate specified in the "Net Monthly Bill" provision, plus all applicable riders and surcharges.

The Company may also charge customer who has requested flexible rate pricing a rate higher than that specified in the "Net Monthly Bill" provision if such rate remains competitive with the price of energy from customer's alternative fuel source. The higher rate shall not exceed 150 percent of the commodity rate specified in the "Net Monthly Bill" provision, plus applicable riders and surcharges.

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No. 2009-00202.						
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Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011 KY.P.S.C. Gas No. 2 First Revised Sheet No. 50 Cancelling and Superseding Original Sheet No. 50 Page 3 of 5

#### **ALTERNATIVE FUELS (Contd.)**

Once a customer receives a flexible transportation rate, as described in the preceding paragraphs, the customer must continue to pay a flexible rate as determined by the Company for a period of three months. After three months, the customer may, upon written notification to the Company, apply for a flexible rate for another three months. Absent such notification, customer's rate will revert to the fixed rate established herein.

#### **CHARGES FOR UNAUTHORIZED DELIVERIES**

Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS, 'Sheet No. 31, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one month's demand charges on the volume difference (this charge shall not be imposed more frequently than once in any 30 day period) and/or the cost of operating the Company's propane peak shaving plant, and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve-off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.

#### **ELECTION OF MONTHLY BALANCING OPTION**

A "pool" can be a single Rate IT customer acting on its own behalf, or a group of Rate IT customers who join, or are joined together for purposes of gas supply management under this tariff. A "pool operator" has a contractual responsibility to manage the aggregated gas supply requirements of all of the Rate IT customers that comprise its pool. All supply management responsibilities of individual customers are transferred to the pool operator once a customer becomes a part of a pool, as the aggregated balancing requirements of all pool members are treated under this tariff as though they were a single customer with its own supply management responsibilities.

Monthly throughput charges under Rate IMBS, shall be billed directly to the end-use customer. All other balancing charges and supply management charges, including "cash out" charges, penalties and other like charges billed under the provisions of Rate IMBS shall be billed directly to the pool operator, regardless of whether the pool operator is an individual customer acting as its own pool operator, or an aggregated customers pool operator. For purposes of calculating these charges, the usage of all customers within a pool will be combined into a single pool usage number that will be matched against the pool operator's total deliveries to its IT pool.

#### LATE PAYMENT CHARGE

Payment of the Net Monthly Bill must be received in the Company's office within twenty-one (21) days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5% is due and payable.

#### TERMS AND CONDITIONS

The customer shall enter into a written agreement with the Company. Such agreement shall set forth specific arrangements as to the transportation services provided, as well as, any other circumstances relating to the individual customer.

The Company's "reasonable efforts" basis is defined as the right, at any time, to curtail or interrupt the delivery or transportation of gas under this tariff when, in the judgment of the Company such curtailment or interruption is necessary to enable the Company to maintain deliveries to higher priority customers or to respond to any emergency.

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KY.P.S.C. Gas No. 2 First Revised Sheet No. 50 Cancelling and Superseding Original Sheet No. 50 Page 4 of 5

Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011

#### **TERMS AND CONDITIONS (Contd.)**

Customer acting as its own pool operator, or customer's designated pool operator/supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable the gas to be delivered into the Company's system.

At least one day preceding the day transportation nominations are due to the interstate pipeline(s) transporting customer's gas, customer's pool operator/supplier agrees to inform Company in writing or, at the Company's discretion, verbally, and confirm in writing within seven (7) days thereafter, the quantities of gas it desires to have transported for the upcoming month, along with all other necessary information. Customer's pool operator must agree upon request by Company to produce, in a timely manner, proof of the purchase of the natural gas transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting the pool's gas supplies.

The Company will not be liable for any costs and/or penalties charged by pipelines, or suppliers, because of pool operator's over or under deliveries into the pipeline, or pool customers' failure to take deliveries through the Company's meters that in the aggregate do not match the amount of gas transported by the pool operator to Company's city-gate.

Customers who satisfy the definition of human needs and public welfare customers must purchase standby service from a Company supplier, or have alternative fuel capability, or have a combination thereof sufficient to maintain minimal operations.

A human needs and public welfare customer is a customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety, and welfare. Such facilities shall include, but are not limited to, houses, apartment buildings, correctional institutions, hospitals, nursing homes, and charitable institutions.

On a daily basis, the Company will provide customer, and/or its designated pool operator by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool. Daily operational information shall include information on daily gas flows provided by Automatic Meter Reading (AMR), equipment, telemetry, or any other means the Company has available. In order to administer the provisions of this tariff and monitor customer's daily usage, the Company will install remote metering equipment on customer's meter site. Customer will be responsible for payment of the cost of such telemetric equipment. Customer will also be responsible for providing the Company with access to a telephone service, or such other equipment or utilities as may be necessary at customer's metering site. Customer shall also be responsible for the monthly charges for such telephone service or other necessary equipment or utilities:

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KY.P.S.C. Gas No. 2 First Revised Sheet No. 50 Cancelling and Superseding Original Sheet No. 50 Page 5 of 5

Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011

#### **TERMS AND CONDITIONS (Contd.)**

The primary term of contract shall be one (1) year. After completion of the primary term, such contract shall continue on from month to month unless cancelled by either party upon thirty (30) days written notice. In the event customer re-applies for service under this tariff within one year from the date that this contract was terminated at customer's request, customer shall pay the "minimum bill" charges specified in the Net Monthly Bill provision of this tariff for the number of months customer's service was inactive.

#### SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Rules and Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

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No. 2009-00202.					
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Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011 KY.P.S.C. Gas No. 2 First Revised Sheet No. 64 Cancelling and Superseding Original Sheet No. 64 Page 1 of 1

## RIDER MSR-G MERGER SAVINGS CREDIT RIDER – GAS

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Issued by authority of an Order of th Case No. 2009-00202.	e Kentucky Public Service Commission dated in
Issued:	Effective:

Issued by Julie Janson, President

Case No. 2009-202 Attachment A "Final" Page 13 of 13

Duke Energy Kentucky, Inc. 525 W. Fifth Street, Suite 228 Covington, Kentucky 41011

KY.P.S.C. Gas No. 2 First Revised Sheet No. 63 Cancelling and Superseding Original Sheet No. 63 Page 1 of 1

#### RIDER AMRP

#### ACCELERATED MAIN REPLACEMENT PROGRAM RIDER

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Issued by authority of an Order No. 2009-00202.	of the Kentucky Public Service Commission dated in Case
Issued:	Effective:
	Issued by Julie Janson, President

Duke Energy Kentucky, Inc. 1697-A Monmouth-Street 525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011 KY.P.S.C. Gas No. 2
Thirty-Seventh-Eighth Revised Sheet No. 30
Cancelling and Superseding
Thirty-Sixth-Seventh Revised Sheet No. 30
Page 1 of 1

## RATE RS RESIDENTIAL SERVICE

#### **APPLICABILITY**

Applicable to firm natural gas service, which is comprised of commodity gas supply and local delivery service, required for all domestic purposes in private residences, single occupancy apartments, and common use areas of multi-occupancy buildings, when supplied at one point of delivery where distribution mains are adjacent to the premises to be served.

#### **NET MONTHLY BILL**

The Net Monthly Bill is determined as follows: All gas is billed in units of 100 cubic feet (CCF).

**(I)** Customer Charge per month: \$12.0016.00 (D) Plus the applicable charge per month as set forth on Sheet No. 63, Rider AMRP, Accelerated Main Replacement Program Delivery Gas Cost Adjustment **Total Rate** Rate Plus a commodity Charge for **(I)** all CCF at \$0.2668737213 plus \$0.6699 Equals \$0.936771.04203 Plus, all delivered gas shall be subject to an adjustment per CCF as set forth on Sheet No. 62, Rider DSMR Demand Side Management Rate. Plus, all gas delivered shall be subject to an adjustment per CCF as set forth on Sheet No. 64, Rider MSR G. (D) Merger Savings Credit Rider-Gas. **(D)** The "Customer Charge" shown above plus Rider-AMRP shall be the minimum amount billed each month.

The "Gas Cost Adjustment" as shown above, is an adjustment per 100 cubic feet determined in accordance with the "Gas Cost Adjustment Clause" set forth on Sheet No. 70 of this tariff.

When bills are rendered less frequently than monthly the time related units such as cubic feet blocks, minimum or other charges, will be billed in accordance with the number of billing months in the meter reading interval.

#### LATE PAYMENT CHARGE

Payment of the Net Monthly Bill must be received in the Company's office within twenty-one (21) days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5%, is due and payable.

#### SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

Issued by authority of an Order of the Kentucky Public Service Commission dated October 27, 2009\_\_\_\_\_\_ in Case No. 2009-004092009-00202.

Issued: October 28, 2009 Effective: October 29, 2009

Case No. 2009-202 Attachment A "Tracked Changes"

(D)

KY.P.S.C. Gas No. 2 Page 2 of 13 Thirty-Seventh-Eighth Revised Sheet No. 31 Cancelling and Superseding

Duke Energy Kentucky, Inc. 1697-A Monmouth Street 525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011

Thirty-Sixth-Seventh Revised Sheet No. 31 Page 1 of 1

#### **RATE GS**

#### **GENERAL SERVICE**

#### **APPLICABILITY**

Applicable to firm natural gas service, which is comprised of commodity gas supply and local delivery service, required for any purpose by an individual non-residential customer at one location when supplied at one point of delivery where distribution mains are adjacent to the premises to be served. This schedule is also applicable to non-metered natural gas commodity supplies and local delivery service for street lighting to such entities as certificated homeowners associations, businesses, and federal, state, and local governments. The Company may decline requests for service under this tariff due to gas supply limitations.

#### **NET MONTHLY BILL**

The Net Monthly Bill is determined as follows: All gas is billed in units of 100 cubic feet (CCF)

Customer Charge per month: \$30.0047.50 Plus the applicable charge per month as set forth on Sheet No. 63,

Rider AMRP, Accelerated Main Replacement Program

Delivery Gas Cost Rate <u>Adjustment</u> **Total Rate** Plus a Commodity Charde for (R) all CCF at \$0.2094920530 Plus \$0.6699 Equals \$0.8793987520

Plus all delivered gas shall be subject to an adjustment per CCF as set forth on: Sheet No. 62, Rider DSMR, Demand Side Management Rate for non-residential service

The "Customer Charge" shown above plus Rider AMRP-shall be the minimum amount billed per month. **(D)** 

The "Gas Cost Adjustment," as shown above, is an adjustment per 100 cubic feet determined in accordance with the "Gas Cost Adjustment Clause" set forth on Sheet No. 70 of this tariff.

When bills are rendered less frequently than monthly the time related units such as cubic feet blocks, minimum bills or other charges, will be billed in accordance with the number of billing months in the meter reading interval.

#### LATE PAYMENT CHARGE

Payment of the Net Monthly Bill must be received in the Company's office within twenty-one (21) days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5%, is due and payable.

#### **TERM OF SERVICE**

One year, terminable thereafter on ten (10) days written notice by either customer or Company.

#### SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission as provided by law.

Issued by authority of an Order of the Kentucky Public Service Commission dated October 27, 2009 in Case No. 2009-004092009-00202.

Issued: October 28, 2009 Effective: October 29, 2009

KY.P.S.C. Gas No. 2 First Revised Sheet No. 51 Cancelling and Superseding

Original Sheet No. 51 Page 1 of 4

Duke Energy Kentucky, Inc. 1697-A Monmouth Street — 525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011

#### RATE FT - L

#### FIRM TRANSPORTATION SERVICE

#### **AVAILABILITY**

Service under this rate schedule is available to any customer who: (1) enters into a written agreement with the Company; and (2) has arranged for delivery of gas into the Company's system for the customer's use at one point of delivery where distribution mains are adjacent to the premise to be served. Service provided hereunder shall be by displacement. This is a firm full requirements large volume transportation service, which is provided from the Company's city-gate receipt points to the outlet side of Company's meter used to serve the customer. This service is available within the Company's entire service territory to serve the firm service requirements of customers receiving firm service in combination with service under Rate IT, and the firm service requirements of all non-residential customers who use more than 20,000 CCF per year, except for those customers whose utility service accounts are past due at the time customer desires to utilize this service, or whose accounts fall into arrears, as defined in Rate FRAS after choosing this service. In the latter event, the customer will be returned to the Company's sales service effective with the customer's next scheduled meter reading, and will be ineligible to choose this transportation service until all arrears are paid in full. For customers receiving service under this tariff the written agreement between the Supplier and the customer may be terminated by supplier for non-payment of the customer's gas commodity portion of the bill if the account is at least 30 days past due. The Supplier shall give the Company and the customer no less than 30 days written notice that the customer will be switched from the Supplier and revert to the Company's sales service unless the past due amount is paid by the customer's next scheduled bill due date. If the past due amount is paid by the next scheduled bill due date, the customer will not revert to the Company's sales service but will remain with the Supplier. Customer must enter into a "pooling" agreement with a Supplier from a list of approved gas pool operators that have signed "Large Volume Customer Transportation Pooling Agreement" with the Company. Such suppliers must arrange for the delivery of gas into Company's system in accordance with Rate FRAS.

Customers who believe that they will significantly increase throughput, from their historic firm service levels, shall so inform the Company.

#### **DEFINITIONS**

Terms used in this tariff are defined in the same manner as set forth in Rate FRAS, Sheet No. 44.

#### **CHANGES IN CUSTOMERS' SERVICE ELECTIONS**

Customers, who elect service under this tariff and later return to Company's sales service may do so only in accordance with the requirements of the Company's tariffs and applicable regulations of the Kentucky Public Service Commission. If a customer voluntarily elects to return to the Company's sales service, all incremental gas procurement, upstream transportation, and storage costs incurred by Company in order to return customer to sales service may, as determined by the Company, have to be borne by customer.

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01494 dated September 29, 2006.dated	in Case No. 2009-00202.	

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KY.P.S.C. Gas No. 2

<u>First Revised Sheet No. 51</u>

<u>Cancelling and Superseding</u>

Original Sheet No. 51

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Duke Energy Kentucky, Inc. 1697-A Monmouth Street 525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011

#### **NET MONTHLY BILL**

The Net Monthly Bill shall be determined in accordance with the following rates and charges:

Administrative Charge per Month:

\$430.00

The Administration Charge hereunder will be waived when this service is used in combination with the service provided under Sheet No. 50, Rate IT, Interruptible Transportation Service.

Plus a charge per CCF for each CCF or gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at:

\$0.17713 0.17369 per CCF

(R)

Plus the throughput charge for the service level selected under Rate IMBS, Interruptible Monthly Balancing Service

Plus all transported gas shall be subject to an adjustment per CCF as set forth on: Sheet No. 63, Rider AMRP, Accelerated Main Replacement Program
Sheet No. 77, Rider GCAT, Gas Cost Adjustment Transition Rider, except as provided thereon.

**(D)** 

Plus the cost to install remote meter reading equipment on customer's meter in order to monitor customer's usage on a daily basis.

Plus, or minus, rate adjustments which may occur as a result of changes in the rates of interstate pipelines, or of rulings of the Kentucky Public Service Commission and/or the Federal Energy Regulatory Commission, and for which it is determined that all customers should be allocated some portion of the corresponding costs or refunds.

Customer and/or its Suppliers shall be responsible for the payment and collection of excise taxes, sales taxes, revenue taxes, or similar taxes on the gas supplies that customer purchases from its Supplier.

#### MINIMUM BILL

The monthly minimum bill shall be the Administrative Charge and charge for remote meter reading, both as shown above.

#### LATE PAYMENT CHARGE

Payment of the total amount due must be received in Company's office by the due date shown on the bill. When not so paid, an additional amount equal to five percent (5%) of the unpaid balance of the bill is due and payable.

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01494 dated September 29, 2006 dated	in Case No. 2009-00202.

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KY.P.S.C. Gas No. 2
First Revised Sheet No. 51
Cancelling and Superseding
Original Sheet No. 51
Page 3 of 4

Duke Energy Kentucky, Inc. 1697-A Monmouth Street \_\_\_\_525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011

#### **GENERAL TERMS AND CONDITIONS**

#### 1. Remote Metering

In order to administer the provisions of this tariff and monitor customer's daily usage, the Company will install remote metering equipment on customer's meter site. Customer will be responsible for payment of the cost of such equipment, through a monthly charge designed to, among other things, reimburse the Company for the costs of such equipment. As a pre-requisite for receiving service under this tariff, Customer will also be responsible for providing the Company with access, on an ongoing basis, to a telephone service at customer's metering site, or such other equipment or utilities which may be necessary, and shall also be responsible for the monthly charges for such telephone service or other necessary equipment or utilities.

The Company will provide customer, and/or its designated pool operator by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool on a daily basis. Daily operational information shall include information on daily gas flows provided by Automatic Meter Reading (AMR) equipment, telemetry, or any other means the Company has available to help the customer, or its designated pool operator estimate the daily gas deliveries for individual customer's receiving service under Rate FT-L and for the pool's combined accounts.

#### 2. Approved Supplier List

Company shall maintain a list of approved Suppliers from which customer can choose. Such list will include Suppliers who have signed a Gas Supply Aggregation/Customer Pooling Agreement in which Supplier has agreed to participate in and provide gas supplies to Rate FT-L pools, and abide by Company's requirements for its pooling program. This list shall be available to any customer upon request.

#### Applications and Service Date

A customer who desires service under this tariff shall apply through its chosen Supplier. Customer must also enter into a written agreement with the Company, such agreement shall set forth specific arrangements as to the transportation services provided, as well as, any other circumstances relating to the individual customer. Unless the Company determines that the customer is not eligible to become a transportation customer of the Supplier, the Company shall exercise its reasonable efforts to transfer the customer to the Supplier's pool on the customer's next regularly scheduled meter reading date after the telephone line and automatic meter reading equipment is installed and operative.

A customer, who terminates service under this tariff and returns to sales service, or who changes Suppliers, shall through its supplier provide Company with written or electronic notice. Requests so received shall normally be honored on customer's next regularly scheduled meter reading date. In the event that a customer is returned to sales service for non-payment, the Supplier shall provide the Company with notice of termination and shall comply with any notice requirements of the Suppliers' Code of Conduct set forth in Rate FRAS, Sheet No. 44.

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Case No. 2009-202 Attachment A "Tracked Changes" Page 6 of 13

KY.P.S.C. Gas No. 2

<u>First Revised Sheet No. 51</u>

<u>Cancelling and Superseding</u>

Original Sheet No. 51

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Duke Energy Kentucky, Inc. 4697-A Monmouth Street 525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011

#### **GENERAL TERMS AND CONDITIONS (Contd.)**

4. Access to Usage History and Current Billing Information

The "Customer Consent Form," used to initiate requests for service under this tariff, shall authorize customer's Supplier to receive customer's usage, billing, and payment history from the Company, to act on customer's behalf in making billing/usage inquiries, and in exchanging current billing information with Company, including notices of commencement or termination of service by either party.

#### 5. Service Term

Except customers returned for non-payment or for good cause shown the primary term of contract shall be a minimum of one (1) year. Customers may not elect to move to or from the Company's sales service and transportation service, or between rate schedules during this twelve month primary term. In addition, such movements will require thirty days advance notice to the Company and the Company's specific authorization if such movements are to occur during the winter period, November through March. After completion of the primary term, such contract shall continue unless cancelled by either party upon thirty (30) days written notice

#### 6. Regulatory Approvals

Customer's Supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable gas to be delivered to the Company's system.

#### **CURTAILMENT OF SERVICE**

In times of system emergencies, the Company may curtail service under this rate schedule in order to maintain service to human needs customers and customers receiving service under Rates RS, GS and in accordance with curtailment procedures on file with, and approved by, the Kentucky Public Service Commission. In the event customer fails to comply with the Company's direction to curtail, the Company reserves the right to physically discontinue service to the customer. Company shall not be liable in damages or otherwise to customer for any loss of production, other claim, or any consequences occasioned by customer as a result of such curtailment or because of the lack of advance notice to customer of such curtailment.

#### SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Rules and Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

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01494 dated September 29, 2006 dated	in Case No. 2009-00202.

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KY.P.S.C. Gas No. 2 First Revised Sheet No. 50 Cancelling and Superseding

Original Sheet No. 50 Page 1 of 5

Duke Energy Kentucky, Inc. 1697-A Monmouth Street525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011

#### **RATE IT**

#### INTERRUPTIBLE TRANSPORTATION SERVICE

#### **APPLICABILITY**

Applicable to curtailable natural gas local delivery service and available to any customer who: (1) signs a contract with the Company for service under Rate IT; (2) utilizes a minimum of 10,000 CCF per month during the seven consecutive billing periods commencing with customer's first meter reading taken on or after April 1; (3) has arranged for the delivery of gas into the Company's system for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served, and (4) has become a member of a pool under Rate AS and elected Interruptible Monthly Balancing Service under Rate IMBS. Any service provided hereunder shall be provided by displacement and on a "reasonable efforts" basis. The Company reserves the right to decline requests to initiate or continue such service whenever, in the Company's judgment, rendering the service would be detrimental to the operation of the Company's system or its ability to supply gas to customers receiving service under the provisions of Rate RS, Rate GS, and Rate FT-L.

This rate schedule shall not preclude the Company from entering into alternative special arrangements with Commission approval, which are designed to meet unique circumstances.

The service provided hereunder shall be interruptible local gas delivery service provided on a "reasonable efforts" basis from the Company's city-gate receipt points to the outlet side of the meter used to serve Customer. The Company, to insure its ability to reliably supply gas to customers receiving service under the provisions of Rate RS, Rate GS, and Rate FT-L, shall have the right for operational purposes to designate the city-gate receipt points where the customer's pool operator is required to deliver its gas.

#### **NET MONTHLY BILL**

The Net Monthly Bill is determined as follows: All gas consumed is billed in units of 100 cubic feet (CCF)

Administrative Charge per month:

\$430.00

Commodity Charge per CCF:

Company will deliver the arranged-for gas, less shrinkage which is equal to the Company's system average unaccounted for percentage, at a rate per CCF, of except as specified in the "Alternate Fuels" provision;

\$0.076260.09493 per CCF

**(I)** 

Plus the applicable charge per CCF as set forth on Sheet No. 63, Rider AMRP, Accelerated Main Replacement Program

**(D)** 

Plus balancing related charges pursuant to Rates IMBS if customer has elected to operate as its own pool operator for supply management purposes.

Plus, if applicable, the throughput charge for the service level selected under Rate IMBS, Interruptible Monthly Balancing Service.

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KY.P.S.C. Gas No. 2 <u>First Revised Sheet No. 50</u> <u>Cancelling and Superseding</u> Original Sheet No. 50 Page 2 of 5

Duke Energy Kentucky, Inc. 1697-A Monmouth-Street<u>525 W. Fifth Street, Suite 228</u> NewportCovington, Kentucky 4107141011

#### **NET MONTHLY BILL (Contd.)**

Plus, if applicable, charges for unauthorized deliveries as described later in this tariff.

The Company is required to install remote meter reading equipment on customer's meter in order to monitor customer's usage on a daily basis. Customer will be responsible for the cost of such equipment either through a monthly surcharge or an up front contribution designed to reimburse the Company for the cost of such equipment. The meter shall be owned by the Company.

#### MINIMUM BILL

The minimum monthly bill that customer shall receive shall be the monthly Administrative Charge and monthly charge for remote metering equipment shown above, and, in addition thereto during the seven (7) consecutive billing periods beginning in April, the 10,000 CCF volume minimum. If customer fails to take delivery of 10,000 CCF per month during the months of April through October, customer will be billed, in addition to the Administrative Charge and metering charges, and charges for the delivered volumes, an amount equal to the difference between 10,000 CCF and the delivered volumes billed at Rate GS, plus the applicable surcharge per CCF under Rider AMRP.

**(D)** 

#### **UNAUTHORIZED DELIVERIES**

In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow through of pipeline penalty charges to the extent they are paid by the Company, and in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate. The charges for such unauthorized deliveries shall be billed directly to the customer in lieu of its "pool operator", if applicable. However, Company shall not be precluded from physically discontinuing service to the customer, if the customer refuses to interrupt service when requested by the Company.

#### MINIMUM USAGE

In the event that customer repeatedly and significantly fails to meet the seven (7) summer months minimum usage requirements of this tariff, Customer may at the Company's option be removed from this tariff and denied further service, or at the Company's option may be switched to either Rate GS or FT-L.

#### **ALTERNATIVE FUELS**

The Company may without prior Commission approval charge a rate lower than that specified in the "Net Monthly Bill" provision, to meet competition from alternative fuels. The decision to charge a lower rate will be made on a case-by-case basis, supported by a statement in an affidavit from the customer that absent such lower rate, customer would utilize an alternative fuel source. The lower rate shall not be less than one-half the commodity rate specified in the "Net Monthly Bill" provision, plus all applicable riders and surcharges.

The Company may also charge customer who has requested flexible rate pricing a rate higher than that specified in the "Net Monthly Bill" provision if such rate remains competitive with the price of energy from customer's alternative fuel source. The higher rate shall not exceed 150 percent of the commodity rate specified in the "Net Monthly Bill" provision, plus applicable riders and surcharges.

Issued by authority of <u>an Order of</u> the Kentucky Public Service Commission in accordance with TFS2006-01494 dated September 29, 2006.dated in Case No. 2009-00202.

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<u>First Revised Sheet No. 50</u>
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Duke Energy Kentucky, Inc. 1697-A Monmouth Street 525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011

#### **ALTERNATIVE FUELS (Contd.)**

Once a customer receives a flexible transportation rate, as described in the preceding paragraphs, the customer must continue to pay a flexible rate as determined by the Company for a period of three months. After three months, the customer may, upon written notification to the Company, apply for a flexible rate for another three months. Absent such notification, customer's rate will revert to the fixed rate established herein.

#### **CHARGES FOR UNAUTHORIZED DELIVERIES**

Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS, Sheet No. 31, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one month's demand charges on the volume difference (this charge shall not be imposed more frequently than once in any 30 day period) and/or the cost of operating the Company's propane peak shaving plant, and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve-off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.

#### **ELECTION OF MONTHLY BALANCING OPTION**

A "pool" can be a single Rate IT customer acting on its own behalf, or a group of Rate IT customers who join, or are joined together for purposes of gas supply management under this tariff. A "pool operator" has a contractual responsibility to manage the aggregated gas supply requirements of all of the Rate IT customers that comprise its pool. All supply management responsibilities of individual customers are transferred to the pool operator once a customer becomes a part of a pool, as the aggregated balancing requirements of all pool members are treated under this tariff as though they were a single customer with its own supply management responsibilities.

Monthly throughput charges under Rate IMBS, shall be billed directly to the end-use customer. All other balancing charges and supply management charges, including "cash out" charges, penalties and other like charges billed under the provisions of Rate IMBS shall be billed directly to the pool operator, regardless of whether the pool operator is an individual customer acting as its own pool operator, or an aggregated customers pool operator. For purposes of calculating these charges, the usage of all customers within a pool will be combined into a single pool usage number that will be matched against the pool operator's total deliveries to its IT pool.

#### LATE PAYMENT CHARGE

Payment of the Net Monthly Bill must be received in the Company's office within twenty-one (21) days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5% is due and payable.

#### **TERMS AND CONDITIONS**

The customer shall enter into a written agreement with the Company. Such agreement shall set forth specific arrangements as to the transportation services provided, as well as, any other circumstances relating to the individual customer.

The Company's "reasonable efforts" basis is defined as the right, at any time, to curtail or interrupt the delivery or transportation of gas under this tariff when, in the judgment of the Company such curtailment or interruption is necessary to enable the Company to maintain deliveries to higher priority customers or to respond to any emergency.

Issued by authority of an Order of the Kentuc	ky Public Service Commission in accordance with TFS2006-
01494-dated September 29, 2006.dated	in Case No. 2009-00202.
Issued:	Effective:

Case No. 2009-202 Attachment A "Tracked Changes" Page 10 of 13

KY.P.S.C. Gas No. 2
First Revised Sheet No. 50
Cancelling and Superseding
Original Sheet No. 50
Page 4 of 5

Duke Energy Kentucky, Inc. 1697-A Monmouth Street 525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011

#### **TERMS AND CONDITIONS (Contd.)**

Issued:

Customer acting as its own pool operator, or customer's designated pool operator/supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable the gas to be delivered into the Company's system.

At least one day preceding the day transportation nominations are due to the interstate pipeline(s) transporting customer's gas, customer's pool operator/supplier agrees to inform Company in writing or, at the Company's discretion, verbally, and confirm in writing within seven (7) days thereafter, the quantities of gas it desires to have transported for the upcoming month, along with all other necessary information. Customer's pool operator must agree upon request by Company to produce, in a timely manner, proof of the purchase of the natural gas transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting the pool's gas supplies.

The Company will not be liable for any costs and/or penalties charged by pipelines, or suppliers, because of pool operator's over or under deliveries into the pipeline, or pool customers' failure to take deliveries through the Company's meters that in the aggregate do not match the amount of gas transported by the pool operator to Company's city-gate.

Customers who satisfy the definition of human needs and public welfare customers must purchase standby service from a Company supplier, or have alternative fuel capability, or have a combination thereof sufficient to maintain minimal operations.

A human needs and public welfare customer is a customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety, and welfare. Such facilities shall include, but are not limited to, houses, apartment buildings, correctional institutions, hospitals, nursing homes, and charitable institutions.

On a daily basis, the Company will provide customer, and/or its designated pool operator by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool. Daily operational information shall include information on daily gas flows provided by Automatic Meter Reading (AMR), equipment, telemetry, or any other means the Company has available. In order to administer the provisions of this tariff and monitor customer's daily usage, the Company will install remote metering equipment on customer's meter site. Customer will be responsible for payment of the cost of such telemetric equipment. Customer will also be responsible for providing the Company with access to a telephone service, or such other equipment or utilities as may be necessary at customer's metering site. Customer shall also be responsible for the monthly charges for such telephone service or other necessary equipment or utilities.

Issued by authority of <u>an Order of</u> the Kentucky Public Service Commission in accordance with TFS2006-01494 dated September 29, 2006-dated in Case No. 2009-00202.

Case No. 2009-202 Attachment A "Tracked Changes" Page 11 of 13

KY.P.S.C. Gas No. 2

First Revised Sheet No. 50

Cancelling and Superseding

Original Sheet No. 50

Page 5 of 5

Duke Energy Kentucky, Inc. 1697-A Monmouth Street 525 W. Fifth Street, Suite 228 NewportCovington, Kentucky 4107141011

#### **TERMS AND CONDITIONS (Contd.)**

The primary term of contract shall be one (1) year. After completion of the primary term, such contract shall continue on from month to month unless cancelled by either party upon thirty (30) days written notice. In the event customer re-applies for service under this tariff within one year from the date that this contract was terminated at customer's request, customer shall pay the "minimum bill" charges specified in the Net Monthly Bill provision of this tariff for the number of months customer's service was inactive.

#### SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Rules and Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

Issued by authority of <u>an Order of</u> the Kentucky Public Service Commission in accordance with TFS2006-01494 dated September 29, 2006 dated in Case No. 2009-00202.

Issued:

Case No. 2009-202 Attachment A "Tracked Changes" Page 12 of 13

Duke Energy Kentucky, Inc. 1697-A Monmouth Street 525 W. Fifth Street, Suite 228 Newport Covington, Kentucky 4107141011 KY.P.S.C. Gas No. 2
First Revised Sheet No. 64
Cancelling and Superseding
Original Sheet No. 64
Page 1 of 1

**RIDER MSR-G** 

**(D)** 

#### **MERGER SAVINGS CREDIT RIDER - GAS**

#### THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Issued by authority of an Order of the Kentucky	Public Service Commission in accordance with TFS2006
01494 dated September 29, 2006.dated	in Case No. 2009-00202.

Issued:

Effective:

Issued by Sandra P. Meyer Julie Janson, President

Case No. 2009-202 Attachment A "Tracked Changes" Page 13 of 13

Duke Energy Kentucky, Inc. 1697-A-Monmouth-Street<u>525 W. Fifth Street, Suite 228</u> NewportCovington, Kentucky 4107141011 KY.P.S.C. Gas No. 2
First Revised Sheet No. 63
Cancelling and Superseding
Original Sheet No. 63
Page 1 of 1

RIDER AMRP

**(D)** 

ACCELERATED MAIN REPLACEMENT PROGRAM RIDER

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Issued by authority of <u>an Order of the Kentucky Public Service Commission in accordance with TFS2006-01494-dated September-29, 2006-dated in Case No. 2009-00202.</u>

Issued:

Effective:

Issued by Sandra P. MeyerJulie Janson, President

#### **DUKE ENERGY KENTUCKY** CASE NO. 2009- 00202

#### REVENUES AT PRESENT AND PROPOSED RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011

(GAS SERVICE)

25 Year Normalized

DATA: \_\_\_BASE PERIOD \_X\_FORECASTED PERIOD TYPE OF FILING: \_X\_ ORIGINAL \_\_\_UPDATED \_\_\_ REVISED WORK PAPER REFERENCE NO(S).:

12 MOS FORECASTED

SCHEDULE M PAGE 1 OF 1 WITNESS: J. ZIOLKOWSKI

#### **EXCLUDES ALL RIDERS**

LINE NO.	RATE CLASSIFICATION	REVENUE AT PRESENT RATES	REVENUE AT PROPOSED RATES	REVENUE CHANGE (AMOUNT)	% OF REVENUE CHANGE
	(A)	(B)	(C)	(D=C-B)	(E=D / B)
1	SALES SERVICE:				
2	RS RESIDENTIAL	82,092,725	93,595,239	11,502,514	14.01%
3	TOTAL RS	82,092,725	93,595,239	11,502,514	14.01%
4	GS COMMERCIAL	31,580,793	32,802,007	1,221,214	3.87%
5	GS INDUSTRIAL	3,757,863	3,789,759	31,896	0.85%
6	GS OTHER PUB AUTH	5,125,720	5,181,683	55,963	1.09%
7	TOTAL GS	40,464,376	41,773,449	1,309,073	3.24%
8	TOTAL SALES SERVICE	122,557,101	135,368,688	12,811,587	10.45%
9	TRANSPORTATION:				
10	FT LARGE	2,539,112	2,498,318	(40,794)	-1.61%
11	IT	1,062,114	1,291,823	229,709	21.63%
12	TOTAL TRANSPORTATION	3,601,226	3,790,141	188,915	5.25%
13	TOTAL THROUGHPUT	126,158,327	139,158,829	13,000,502	10.30%
14	MISCELLANEOUS REVENUES:		•		
15	LATE PAYMENT CHARGES	0	0	0	0.00%
16	BAD CHECK CHARGES	10,116	10,116	0	0.00%
17	RECONNECTION CHARGES	21,876	21,876	0	0.00%
18	RENTS	34,176	34,176	0	0.00%
19	INTERDEPARTMENTAL SPECIAL CONTRACTS	43,376	43,376 0	0	0.00% 0.00%
20 21	REVENUE TRANSP OF GAS-INTERCO	600,696	600,696	0	0.00%
22	PROVISION FOR RATE REFUNDS	000,000	000,030	Ŏ	0.00%
23	OTHER MISC	33,684	33,684	ŏ	0.00%
24	TOTAL MISCELLANEOUS	743,924	743,924	0	0.00%
25	TOTAL COMPANY REVENUE	126,902,251	139,902,753	13,000,502	10.24%

0.03 100.00

33,684 126,902,251

80,565,572

3.4968

46,336,679 33,684

13,251,020

1,158,686

0.07 100.00

# BASE PERIOD REVENUES AT AVERAGE RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 DUKE ENERGY KENTUCKY CASE NO. 2009- 00202 (GAS SERVICE) 25 Year Normalized

DATA: BASE PERIOD X FORECASTED PERIOD TYPE OF FILING: X ORIGINAL UPDATED REVISED WORK PAPER REFERENCE NO(S):

12 MOS FORECASTED

LINE NO.

BASE PERIOD ACTUAL **EXCLUDES ALL RIDERS** 

SCHEDULE M-2.1

J. ZIOLKOWSKI PAGE 1 OF 1 WITNESS:

	% OF REV	TO TOTAL	3	(%)	64 60	24.00	60,47	98.7	4.04	2.00	0.84	5.5	•	0.01	0.02	0.03		20.0	•	0.47	•	0.03
BASE PERIOD	REVENUE	TOTAL	€	(\$)	82 002 725	21 580 793	2 757 969	3,737,003	9,125,720	2,539,112	1.062.114		•	10,116	21,876	34.176	240 07	0 0 0	•	969'009	0	33.684
	GAS COST	REVENUE	£)	(\$)	50 935 533	22 833 740	2 267 593	2007,000	5,634,656	0	C	, ,	>	0	0	0	22 949	0100	<b>-</b>	0	O	0
% OF REV TO TOTAL	<b>EXCLUSIVE OF</b>	GAS COST	(0)	(%)	67.24	18.88	4 02	30.	7.00	5,48	2.29		•	0.02	0.05	0.07	000		•	1.30	•	0.07
	ш	RATE	(F=E/D)	(\$/MCF)	4.5485	2.8485	2 3085	2 3400	6.0400	2.1412	0.8633	. 1		•	•	•	2.0934	· •	•	•	•	•
BASE PERIOD REVENUE LESS	GAS COST	REVENUE	Œ)	(\$)	31,157,192	8,747,053	890.270	1 230 862	7000074	2,539,112	1,062,114			10,116	21,876	34,176	9.528			969,009	0	33,684
		SALES	<u>@</u>	(MCF)	6,850,026	3,070,778	385,646	523,797	100000	1,185,859	1,230,362	c		<b>-</b>	0	0	4,552		•	o •	<b>&gt;</b>	0
	CUSTOMER	BILLS	<u>©</u>		1,073,044	77,136	2.746	4.452	1000	0 <b>7</b> 0'L	288	0	•	> '	0	0	0	c		<b>&gt;</b> '	Þ	0
	CLASS/	というという	(a)		RESIDENTIAL SERVICE	GENERAL SERVICE COMMERCIAL	GENERAL SERVICE INDUSTRIAL	GENERAL SERVICE OTHER PUB AUTH	ET I ARGE BIRMS TRANSBORTATION - ARGE	THE PROPERTY OF THE PROPERTY O	IN EKKUPI BLE I KANSPORTATION	LATE PAYMENT CHARGES	BAD CHECK CHARGES		RECONNECTION CHARGES	אַנוּאַר	INTERDEPARTMENTAL	SPECIAL CONTRACTS	REVENIE TRANSPOR GAS INTERCO		CONCINCTON TO THE METONOS	OTHER MISCELLANEOUS
	7 C	3	₹	9	Ŷ	GS	GS	GS	FT I ABOR	. F	=											
ñ	<u>u</u> ,	`		1											_	_						

NOTE: DETAIL CONTAINED ON SCHEDULES M-2.2 AND M-2.3.

TOTAL

4 5 5 6 6 7 7 7 7 5

DUKE ENERGY KENTUCKY
CASE NO. 2009- 00202
ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES
FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011
(GAS SERVICE)
25 Year Normalized

DATA: \_\_\_ BASE PERIOD \_X\_FORECASTED PERIOD
TYPE OF FILING: \_X\_ORIGINAL \_\_\_ UPDATED \_\_\_ REVISED
WORK PAPER REFERENCE NO(S).:
EXCLUDES A

**EXCLUDES ALL RIDERS** 

**CURRENT ANNUALIZED** 

SCHEDULE M-2.2 PAGE 1 OF 7 WITNESS: J. ZIOLKOWSKI

	L UE ASE 1)	-	9	D. 4.	3.9 0.8 0.8	<u> </u>	3.2	(1.6)	21.6	5.2	}						9	Page:	3
	TOTAL REVENUE % INGREASE (M / K1) (0)	(%)			,				. 61								•	, 6	!
	CURRENT TOTAL REVENUE (K + H) (K1)	9	82 002 726	82.092.725	31,580,793	5,125,720	122 557 101	2,539,112	1,062,114	3,007,226	0	10,116	34,176	43,376	969'009	0	33,684	126,902,251	н
	GAS COST REVENUE(3) (H)	(\$)	50.935.533	50,935,533	22,833,740	3,894,858	80,531,724	0	0 0	80,531,724	0	00	•	33,848	0	00	33.848	80,565,572	
	% INCR IN REV LESS GAS COST REV (M / K) (N)	(%)	36.9	36.9	14.0	12.0	30.5	(1.6)	21.6	28.5							0.0	28.1	
	REVENUE INCR LESS GAS COST REV (F - K)	(\$)	11,502,514	11,502,514	1,221,214	1.309.073	12,811,587	(40,794)	188.915	13,000,502	0	0 0	0 (	<b>&gt;</b> 0	• •	0 0	0	13,000,502	
7	% OF REV TO TOTAL LESS GAS COST REVENUE (L)	(%)	100.00	67.24	80.48	23.45	80.70	70.51	77.7	98.47	0.00	1.42 3.08	4.81	0.00	84.60	0.00	1.63	100.00	
	CURRENT REVENUE LESS GAS COST REVENUE(4) (K)	(5)	31,157,192	31,157,192	8,747,053 890,270	10,868,185	42,025,377	2,539,112	3,601,226	45,626,603	0	10,116 21,876	34,176	0	600,696	33,684	710,076	46,336,679	
í	MOST CURRENT RATES (J)	(\$IMCF)	4.5485	4.5485	2.3085	2.7305	3.8804	2.1412	1.4904	3.4444								3,4968	
	SALES(2) (D)	(MCF)	6,850,026	6,850,026	3,070,778 385,646 523,797	3,980,221	10,830,247	1,185,859	2,416,221	13,246,468	0 (	90	4,552	0	0 0	00	4,552	13,251,020	
	CUSTOMER BILLS(1) (C)		1,073,044	1,073,044	77,136 2,746 4,452	84,334	1,157,378	1,020	1,308	1,158,686	0 6	00	<b>-</b>	0	00	0	0	1,158,686	
	CLASS / DESCRIPTION (B)	VICE:	RESIDENTIAL	TOTAL RS	COMMERCIAL INDUSTRIAL OTH PUB AUTH	TOTAL GS	TOTAL SALES SERVICE	TRANSPORTATION SERVICE: FT-LARGE FIRM TRANSP - LARGE IT INTERRUPTIBLE	TOTAL TRANSP SERVICE	TOTAL THROUGHPUT	MISCELLANEOUS REVENUES: LATE PAYMENT CHARGES BAD CHECK CHARGES	RECONNECTION CHARGES	RTMENTAL	SPECIAL CONTRACTS REVENIE TRANSPORCE CAS INTERES	PROVISION FOR RATE REFUNDS		TOTAL MISCELLANEOUS	MPANY	
	RATE CODE (A)	SALES SERVICE:	RS		88 88 88		TOTAL SA	TRANSPOR FT-LARGE IT	TOTAL TR	5	MISCELLANEOUS REVE LATE PAYMENT CHARG BAD CHECK CHARGES	RECONNEC	INTERDEPARTMENTAL	SPECIAL CONTRACTS REVENIE TRANSPOR	ROVISION	OTHER MISC	OTAL MISC	TOTAL COMPANY	
	LINE NO.	Ψ.		m	4100	^	∞	。 5 日 日 日 日	12	13	4 t t 5 t 1 t 1 t 1 t 1 t 1 t 1 t 1 t 1 t	7 8		20 52			24 1	25	1

<sup>(1)</sup> DETAIL CONTAINED ON SCHEDULES M-2.2, PAGES 2 THROUGH 7. (2) REFLECTS NORMALIZED VOLUMES. (3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7.435816/MCF. 11/13/2009 11:10

#### CASE NO. 2009-00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (GAS SERVICE) 25 Year Normalized **DUKE ENERGY KENTUCKY**

DATA:\_\_\_\_BASE PERIOD\_\_\_X\_FORECASTED PERIOD
TYPE OF FILING: \_X\_ORIGINAL\_\_\_\_UPDATED\_\_\_\_\_REVISED
WORK PAPER REFERENCE NQ(S).:

12 MOS FORECASTED

**CURRENT ANNUALIZED** 

SCHEDULE M-2.2 PAGE 2 OF 7 WITNESS: J. ZOLKOWSKI

REVENUE % INCREASE (M / K1) (O) 9.0 14.1 33,3 10,4 14.0 0.0 8 107,304 (748,667) (641,363) 81,451,362 12,876,528 82,092,725 69,218,197 CURRENT TOTAL REVENUE (K + H) (K1) € 50,935,533 50,935,533 50,935,533 GAS COST REVENUE(3) Ê 3 O REVENUE % INCR IN
S INCR LESS REV LESS
GAS COST REV GAS COST REV
(F - K) (M / K) F 0.0 8 37.7 33.3 39.4 36.9 E 8 0 4,292,176 00 11,502,514 7,210,338 11,502,514 € 3 % OF REV TO TOTAL LESS GAS COST REVENUE (2.1) 0.4 100.0 42.2 59.9 102.1 8 3 REVENUE LESS GAS COST REVENUE 107,304 (748,667) 30,515,829 (641,363) 12,876,528 18,280,664 31,157,192 CURRENT 3 € \$12.00 \$0.10 (0.109294)2.6687 CURRENT (\$/MCF) RATES 3 6,850,026 6,850,026 6,850,026 SALES(2) (MCF) 9 1,073,044 CUSTOMER BILLS(1) 1,073,044 1,073,044 O TOTAL RATE RS RESIDENTIAL INCLUDING RIDERS HOME ENERGY ASSISTANCE PROGRAM (HEA) DEMAND SIDE MANAGEMENT RATE (DSMR) CLASS / DESCRIPTION CUSTOMER CHARGE:
RESIDENTIAL
TOTAL MONTHLY BILLS x:
CUSTOMER CHARGE PER MONTH RATE RS EXCLUDING RIDERS <u>B</u> COMMODITY CHARGE: ALL CONSUMPTION RESIDENTIAL TOTAL RIDERS RIDERS: RATE ₹ Š N 0 e 5 5 2 S E

<sup>(1)</sup> BILLS THAT TERMINATE IN RESPECTIVE RATE STEPS. (2) REFLECTS NORMALIZED VOLUMES. (3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7.435816/MCF.

### DUKE ENERGY KENTUCKY CASE NO. 2003- 00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (GAS SERVICE) 25 Year Normalized

SCHEDULE M-2.2 PAGE 3 OF 7 WITNESS: J. ZIOLKOWSKI

DATA:\_\_\_BASE PERIOD\_\_X\_FORECASTED PERIOD
TYPE OF FILING: X\_ORIGINAL\_\_\_UPDATED\_\_\_ REVISED
WORK PAPER REFERENCE NO(S).:
12 MOS FORECASTED

CURRENT ANNUALIZED

					MOST	CURRENT REVENUE LESS	% OF REV TO TOTAL LESS	REVENUE INCR LESS	% INCR IN REV LESS		CURRENT	TOTAL REVENUE
		CLASS/	CUSTOMER		CURRENT	GAS COST	GAS COST		GAS COST REV	GAS COST	REVENUE	% INCREASE
Š.	. code	DESCRIPTION	BILLS(1)	SALES(2)	RATES	REVENUE	REVENUE	(F - K)	(M / K)	REVENUE(3)	(K + H)	(M / K1)
	(A)	(B)	0	<u>0</u>	5	<u>X</u>	3		(X)	£	(K1)	( <u>)</u>
	The state of the s			(MCF)	(\$JMCF)	(\$)	(%)	(\$)	(%)	(\$)	(\$)	(%)
	1 GS COMMERCIAL	AL										
•	2 CUSTOMER CHARGE:	ij										
Í	3 NON-RESIDENTIAL 4 TOTAL MONTHLY BILLS x :	Y BILLS x :										
	5 CUSTOMER CHA	CUSTOMER CHARGE PER MONTH	77,136		\$30.00	2,314,080	26.5	1,349,880	58.3		2,314,080	58.3
	6 COMMODITY CHARGE:	GE										
	7 ALL CONSUMPTION	NOI		3,070,778	2.0949	6,432,973	73.5	(128,666)	-2.0	22,833,740	29,266,713	(0.4)
	8 RATE GS COMMI	RATE GS COMMERCIAL EXCLUDING RIDERS	77,136	3,070,778		8,747,053	100.0	1,221,214	14.0	22,833,740	31,580,793	3,9
	9 RIDERS:											
_		DEMAND SIDE MANAGEMENT RATE (DSMR)			0.000000	0	0,0	0	0.0		0	0.0
-	11 TOTAL RIDERS					0	0.0	C	0.0		٥	0.0
										Principles of the second secon		
-	2 TOTAL RATE GS CC	12 TOTAL RATE GS COMMERCIAL INCLUDING RIDERS	77,136	3,070,778		8,747,053	100.0	1,221,214	14.0	22,833,740	31,580,793	6.5
	(1) BILLS THAT TER	(1) BILLS THAT TERMINATE (N RESPECTIVE RATE STEPS	Sau									

<sup>(1)</sup> BILLS THAT TERMINATE IN RESPECTIVE RATE STEPS.
(2) REFLECTS NORMALIZED VOLUMES.
(3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7.43\$816!MCF.

## DUKE ENERGY KENTUCKY CASE NO. 2009-00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (GAS SERVICE) 25 Year Normalized

DATA: BASE PERIOD X FORECASTED PERIOD
TYPE OF FILING: X ORGINAL UPDATED REVISED
WORK PAPER REFERENCE NO(S).:
12 MOS FORECASTED

**CURRENT ANNUALIZED** 

SCHEDULE M-2.2 PAGE 4 OF 7 WITNESS: J. ZIOLKOWSKI

	_				MOST	CURRENT REVENUE LESS	% OF REV TO TOTAL LESS	REVENUE INGR LESS	% INCR IN REV LESS		CURRENT	TOTAL
EN :	RATE		CUSTOMER		CURRENT	GAS COST	GAS COST	GAS COST REV	GAS COST REV	GAS COST	REVENUE	% INCREASE
ġ Z		DESCRIPTION (B)	BILLS(1)	SALES(2)	RATES	REVENUE	REVENUE	(₹. ₹)	(M / K)	REVENUE(3)	(X + E)	(₹/ K3)
	Č.	(a)	2	(2)	(a)	ξι.λ	Ī	(m)	(1)	(m)	(W)	2
-	1 GS INDUSTRIAL			(MCF)	(\$/MCF)	(\$)	(%)	(\$)	(%)	(\$)	(\$)	(%)
000	CUSTOMER CHARGE: NON-RESIDENTIAL TOTAL MONTHLY BILLS	)										
cus -		CUSTOMER CHARGE PER MONTH	2,746		\$30.00	82,380	9.3	48,055	58.3		82,380	58,3
9 1	COMMODITY CHARGE:	GE:		385,646	2.0949	807,890	50.7	(16,159)	(2.0)	2,867,593	3,675,483	4.0.
€		RATE GS INDUSTRIAL EXCLUDING RIDERS	2,746	385,646		890,270	100.0	31,896	3.6	2,867,693	3,757,863	0.8
e 5	쿲	DERS: DEMAND SIDE MANAGEMENT RATE (DSMR)			0.000000	0	0.0	0	0.0		0	0.0
÷	TOTAL RIDERS					0	0.0	0	0.0		0	0.0
12	TOTAL RATE GS IN	12 TOTAL RATE GS INDUSTRIAL INCLUDING RIDERS	2,746	385,646		890,270	100.0	31,896	3.6	2,867,593	3,757,863	0.8
	(1) BILLS THAT TER	(1) BILLS THAT TERMINATE IN RESPECTIVE BATE STEPS	TEPS									

<sup>(1)</sup> BILLS THAT TERMINATE IN RESPECTIVE RATE STEPS.
(2) REFLECTS NORMALIZED VOLUMES.
(3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7,435816/MCF.

# DUKE ENERGY KENTUCKY CASE NO. 2009- 00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (GAS SERVICE) 25 Year Normalized

DATA: BASE PERIOD X FORECASTED PERIOD TYPE OF FILING: X ORIGINAL UPDATED REVISED WORK PAPER REFERENCE NO(S).:

**CURRENT ANNUALIZED** 

SCHEDULE M-2.2 PAGE 5 OF 7 WITNESS: J. ZIOLKOWSKI

CODE   COSTAMENTON   CUSTOMER   CURRENT   CAS COST   CAS COST					MOST	CURRENT REVENUE LESS	% OF REV TO TOTAL LESS	REVENUE INCR LESS	% INCR IN REV LESS		CURRENT	TOTAL REVENUE
4,452         \$30.00         133,560         10.9         77,910         \$8.3         (\$)	N S	ns (11)	CUSTOMER BILLS(1) (C)	SALES(2) (D)	CURRENT RATES (J)	GAS COST REVENUE (K)	GAS COST REVENUE (L)	GAS COST REV (F - K) (M)	GAS COST REV (M / K) (N)	GAS COST REVENUE(3) (H)	REVENUE (K + H) (K1)	% INCREASE (M / K1) (O)
4,452         \$30.00         133,560         10.9         77,910         58.3         133,560           4,452         523,797         2.0949         1,097,302         89.1         (21,947)         (2.0)         3,894,858         4,992,160           5MR)         4,452         523,797         1,230,862         100.0         0.0         0         0         0         0           4,452         523,797         1,230,862         100.0         65,963         4.5         3,894,858         5,125,720	-			(MCF)	(\$/MCF)	(\$)	(%)	(\$)	(%)	(\$)	(\$)	(%)
4,452         523,797         2.0949         1,097,302         89.1         (21,947)         (2.0)         3,894,858         4,992,160           SMR)         4,452         523,797         1,230,862         100.0         66,963         4.5         3,894,858         5,125,720           SMR)         0.000000         0         0.0         0         0         0           4,452         523,797         1,230,862         100.0         55,963         4.5         3,894,858         5,125,720	4040	CUSTOMER CHARGE: NON-RESIDENTIAL TOTAL MONTHLY BILLS X CUSTOMER CHARGE PER MONTH	4,452		\$30.00	133,560	10.9	77,910	88. 5.		133,560	58.3
4,452         523,797         1,230,862         100.0         65,963         4.5         3,894,858         5,125,720           SIMR)         0.000000         0         0.0         0         0         0         0         0           4,452         523,797         1,230,862         100.0         55,963         4.5         3,894,858         5,125,720	9 ~	COMMODITY CHARGE: ALL CONSUMPTION		523,797	2.0949	1,097,302	89.1	(21,947)	(2.0)	3,894,858	4,992,160	(0.4)
SMR)         0.000000         0         0.0         0         0.0         0           0         0.0         0.0         0         0         0         0           4.452         523,797         1,230,882         100.0         55,963         4.5         3,894,858         5,125,720	œ	RATE GS OPA EXCLUDING RIDERS	4,452	523,797		1,230,862	100.0	65,963	4.5	3,894,858	5,125,720	7
0         0.0         0         0.0         0           4,452         523,797         1,230,862         100.0         55,963         4.5         3,894,858         5,125,720	o 6	꿆	_		0.000000	0	0.0	0	0.0		0	0.0
4,452 523,797 1,230,862 100.0 55,963 4.5 3,894,858 5,125,720	7	TOTAL RIDERS				0	0.0	0	0.0		0	0.0
	42	TOTAL RATE GS OPA INCLUDING RIDERS	4,452	523,797		1,230,862	100.0	55,963	4.5	3,894,858	5,125,720	\$

<sup>(1)</sup> BILLS THAT TERMINATE IN RESPECTIVE RATE STEPS.
(2) REFLECTS NORMALIZED VOLUMES.
(3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7.435816/MCF.

# DUKE ENERGY KENTUCKY CASE NO. 2008-00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (GAS SERVICE) 25 Year Normalized

DATA: BASE PERIOD X FORECASTED PERIOD
TYPE OF FILING: X ORIGINAL UPDATED REVISED
WORK PAPER REFERENCE NO(S).:
12 MOS FORECASTED

CURRENT ANNUALIZED

SCHEDULE M-2.2 PAGE 6 OF 7 WITNESS: J. ZIOLKOWSKI

LINE RATE CLASS / NO. CODE DESCRIPTION (A) (B)	CUSTOMER BILLS (G)	SALES(1) (D)	MOST CURRENT RATES (J)	REVENUE LESS GAS COST REVENUE (K)	A OF NEY 10 TOTAL LESS GAS COST REVENUE (L)	NEVENCE INCR LESS GAS COST REV (F - K) (M)	% INCK IN REV LESS GAS COST REV (M / K) (N)	GAS COST REVENUE (H)	CURRENT TOTAL REVENUE (K + H) (K1)	REVENUE % INCREASE (M / K1) (O)
FT - LARGE FIRM TRANSPORTATION - LARGE		(MCF)	(\$/MCF)	(\$)	(%)	(\$)	(%)	(\$)	(\$)	(%)
3 ADMINISTRATIVE CHARGE	1,020		\$430.00	438,600	17.5	0	0.0		438,600	0.0
4 TRANSPORTATION CHARGE: 5 ALL CONSUMPTION		1,185,859	1.7713	2,100,512	83.9	(40,794)	(1.9)		2,100,512	(1.9)
RATE FT-LARGE EXCLUDING RIDERS	RS 1,020	1,185,859		2,639,112	101.4	(40,794)	(1.6)		2,539,112	(1.6)
7 RIDERS:										
GAS COST ADJUSTMENT TRANSITION (GCAT)	ION (GCAT)		(0.0290)	(34,390)	(1.4)	0	0.0		(34,390)	0.0
TOTAL RIDERS				(34,390)	(1.4)	0	0.0		(34,390)	0.0
10 TOTAL RATE FT - LARGE INCLUDING RIDERS	RIDERS 1,020	1,185,859		2,504,722	100.0	(40,794)	(1.6)		2,504,722	(1.6)

(1) REFLECTS NORMALIZED VOLUMES.

# DUKE ENERGY KENTUCKY CASE NO. 2009-00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (GAS SERVICE) 25 Year Normalized

DATA: BASE PERIOD X FORECASTED PERIOD TYPE OF FILING: X ORIGINAL UPDATED REVISED WORK PAPER REFERENCE NO(S).:

CURRENT ANNUALIZED

SCHEDULE M-2.2 PAGE 7 OF 7 WITNESS: J. ZIOLKOWSKI

LINE RATE NO. CODE (A)	CLASS / DESCRIPTION (B)	CUSTOMER BILLS (C)	SALES (D)	MOST CURRENT RATES (J)	CURRENT REVENUE LESS GAS COST REVENUE(3) (K)	% OF REV TO TOTAL LESS GAS COST REVENUE (L)	REVENUE INCR LESS GAS COST REV (F - K)	% INCR IN REV LESS GAS COST REV (M / K) (N)	GAS COST REVENUE (H)	CURRENT TOTAL REVENUE (K + H) (K1)	TOTAL REVENUE % INCREASE (M / K1) (O)
1 RATE IT 2 INTERRUI	ATE IT INTERRUPTIBLE TRANSPORTATION		(MCF)	(\$/MCF)	(\$)	(%)	(\$)	(%)	(\$)	(\$)	(%)
3 ADMINISTRATIVE CHARGE	ATIVE CHARGE	288		\$430.00	123,840	11.7	0	0.0		123 840	ć
4 COMMODITY CHARGE: 5 ALL CONSUMPTION	OMMODITY CHARGE; ALL CONSUMPTION		1,230,362	0.7626	938,274	88.3	229,709	24.5		938.274	2,5
6 TOTAL RATE	6 TOTAL RATE IT TRANSPORTATION	288	1,230,362		1,062,114	100.0	229,709	21.6		1,062,114	2, 52

### DUKE ENERGY KENTUCKY CASE NO. 2009- 00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (9AS SERVICE) 25 Year Normalized

DATA: BASE PERIOD X FORECASTED PERIOD
TYPE OF FILING: X ORIGINAL UPDATED REVISED
WORK PAPER REFERENCE NO(S):
EXCLUDES A

EXCLUDES ALL RIDERS PROPOSED ANNUALIZED

SCHEDULE M-2.3 PAGE 1 OF 7 WITNESS: J. ZIOLKOWSKI

LINE RATE	OLASS/	CUSTOMER		PROPOSED	PROPOSED REVENUE LESS GAS COST	% OF REV TO TOTAL LESS GAS COST	GAS COST	PROPOSED TOTAL REVENUE
	DESCRIPTION (B)	(C) (C)	SALES(2) (D)	RATES (E)	REVENUE(4) (F)	REVENUE (G)	REVENUE(3) (H)	(F + H)
			(MCF)	(\$/MCF)	(\$)	(%)	(\$)	(\$)
1 SALES SERVICE: 2 RS RESID	RESIDENTIAL	1.073.044	6.850.026	6.2277	42.659.706	100.00	50.935.533	93,595,239
т	TOTAL RS	1,073,044	6,850,026	6.2277	42,659,708	71.89	50,935,533	93,595,239
85	141000000000000000000000000000000000000	17 420	877 070 5	2 2469	726 929 0	97	22 622 740	20 000 007
6 4 GS	INDUSTRIAL	2.746	385,646	2.3912	922.166	7.57	2,867,593	3.789,759
6 GS	OTH PUB AUTH	4,452	523,797	2.4567	1,286,825	10.67	3,894,858	5,181,683
7	TOTAL GS	84,334	3,980,221	3.0594	12,177,258	20.52	29,596,191	41,773,449
8 TOTALS	TOTAL SALES SERVICE	1,157,378	10,830,247	5.0633	54,835,964	92.42	80,531,724	135,368,688
9 IRANSPORTATIO	9 IRANSPORTATION SERVICE:	4 020	4. 2. 2. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3.	2 4068	2 498 348	55	c	2 498 348
11 11	INTERRUPTIBLE	288	1,230,362	1.0500	1,291,823	34.08	. 0	1,291,823
12 TOTAL T	TOTAL TRANSP SERVICE	1,308	2,416,221	1.5686	3,790,141	6.39	0	3,790,141
5	TOTAL THROUGHPUT	1,158,686	13,248,468	4,4259	58,627,105	98.81	80,531,724	139,158,829
14 MISCELL	MISCELLANEOUS REVENUES:	•	•			į	•	•
	TMEN CHARGES	<b>9</b> 1	<b>&gt;</b> (		0 :	0.00	<b>3</b> (	<b>3</b>
16 BAD CHECK CHA	CCR CHARGES	<b>&gt;</b> 0	9 6		10,116	1.42	<b>3</b> 6	10,115
			•		34.176	4.81	<b>.</b>	34.176
19 INTERDEPARTM	PARTMENTAL	•	4,552		9,528	1,34	33,848	43,376
	SPECIAL CONTRACTS	0	0		•	0.00	0	•
	REVENUE TRANSP OF GAS-INTERCO	0	0		969'009	84.60	ò	969'009
	ON FOR RATE REFUNDS	0	0		0	0.00	0	0
23 OTHER MISC	ISC	0	0	'	33,684	4.74	0	33,684
24 TOTAL	TOTAL MISCELLANEOUS	0	4,552		710,076	1.20	33,848	743,924
25 TOTAL	TOTAL COMPANY	1,158,686	13,251,020	4.4779	59,337,181	100.00	80,565,572	139,902,753

<sup>(1)</sup> DETAIL CONTAINED ON SCHEDULES M-2.3, PAGES 2 THROUGH 7. (2) REFLECTS NORMALIZED VOLUMES. (3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7.435816/MCF.

93,594,931 308

93,595,239

Total Excl Rider

Target Difference

(641,363)

(1.5)100.0

(641,363)

42,018,343

6,850,026

1,073,044

13 TOTAL RATE RS RESIDENTIAL INCLUDING RIDERS

TOTAL RIDERS

42

(1) BILLS THAT TERMINATE IN RESPECTIVE RATE STEPS. (2) REFLECTS NORMALIZED VOLUMES. (3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7.435816/MCF.

92,953,876

50,935,533

#### CASE NO. 2009- 00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 **DUKE ENERGY KENTUCKY**

(GAS SERVICE) 25 Year Normalized

PROPOSED ANNUALIZED

SCHEDULE M-2.3

WITNESS: J. ZIOLKOWSKI PAGE 2 OF 7

DATA: BASE PERIOD X FORECASTED PERIOD
TYPE OF FILING: X ORIGINAL UPDATED REVISED
WORK PAPER REFERENCE NO(S).:
12 MOS FORECASTED

LINE NO.	RATE CODE (A)	CLASS / DESCRIPTION (B)	CUSTOMER BILLS(1) (C)	SALES(2) (D)	PROPOSED RATES (E)	PROPOSED REVENUE LESS GAS COST REVENUE (F)	% OF REV TO TOTAL LESS GAS COST REVENUE (G)	GAS COST REVENUE(3) (H)	PROPOSED TOTAL REVENUE (F + H)
-	RS	RESIDENTIAL.		(MCF)	(\$/MCF)	(\$)	(%)	(\$)	(\$)
01 to 4 to	CUSTOMER CI RESIDENTIAL TOTAL MOI CUSTOMER	2 CUSTOMER CHARGE: 3 RESIDENTIAL 4 TOTAL MONTHLY BILLS x : 5 CUSTOMER CHARGE PER MONTH	1,073,044		\$16.00	17,168,704	40.9		17,168,704
9	COMMO!	6 COMMODITY CHARGE: 7 ALL CONSUMPTION	STATE OF THE PARTY	6,850,026	3.7213	25,491,002	60.7	50,935,533	76,426,535
∞		RATE RS EXCLUDING RIDERS	1,073,044	6,850,026	,	42,659,706	101.5	50,935,533	93,595,239
9 2 7	RIDERS: HOME DEMA	DERS: HOME ENERGY ASSISTANCE PROGRAM (HEA) DEMAND SIDE MANAGEMENT RATE (DSMR)			\$0.10 (0.109294)	107,304 (748,667)	(1.8)		107,304 (748,667)

#### CASE NO. 2009- 00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (GAS SERVICE) 25 Year Normalized **DUKE ENERGY KENTUCKY**

DATA: BASE PERIOD X FORECASTED PERIOD
TYPE OF FILING: X ORIGINAL UPDATED REVISED
WORK PAPER REFERENCE NO(S).:
12 MOS FORECASTED

PROPOSED ANNUALIZED

SCHEDULE M-2.3 PAGE 3 OF 7

J. ZIOLKOWSKI WITNESS:

COMMERCIAL   COMERCIAL   COMMERCIAL   COMMERCIAL   COMMERCIAL   COMMERCIAL   COME					0000	PROPOSED REVENUE LESS	% OF REV TO TOTAL LESS	Face and	PROPOSED TOTAL
GS COMMERCIAL  CUSTOMER CHARGE: NON-RESIDENTIAL  TOTAL MONTHLY BILLS x : CUSTOMER CHARGE: NON-RESIDENTIAL  TOTAL MONTHLY BILLS x : CUSTOMER CHARGE: AL CONSUMPTION  RATE GS COMMERCIAL EXCLUDING RIDERS  RATE GS COMMERCIAL EXCLUDING RIDERS  RIDERS: DEMAND SIDE MANAGEMENT RATE (DSMR)  TOTAL RIDERS  (MCF) (\$/MCF) (\$)  \$47.50 3,663,960  \$9,968,267  \$9,968,267  \$0,000000  \$0,00000000	S S S		CUSTOMER BILLS(1) (C)	SALES(2) (D)	RATES (E)	REVENUE (F)	REVENUE (G)	REVENUE(3) (H)	(F + H)
CUSTOMER CHARGE:  NON-RESIDENTIAL TOTAL MONTHLY BILLS x :	-			(MCF)	(\$/MCF)	(\$)	(%)	(\$)	(\$)
COMMODITY CHARGE:         3,070,778         2.0530         6,304,307           ALL CONSUMPTION         T7,136         3,070,778         9,968,267           RIDERS:         DEMAND SIDE MANAGEMENT RATE (DSMR)         0,000000         0	4 to 4 to	CUSTOMER CHARGE: NON-RESIDENTIAL TOTAL MONTHLY BILLS x : CUSTOMER CHARGE PER MONTH	77,136		\$47.50	3,663,960	36.8		3,663,960
RATE GS COMMERCIAL EXCLUDING RIDERS  RIDERS:  DEMAND SIDE MANAGEMENT RATE (DSMR)  TOTAL RIDERS  0.0000000  0.0000000  0.0000000  0.000000	9	COMMODITY CHARGE: ALL CONSUMPTION		3,070,778	2.0530	6,304,307	63.2	22,833,740	29,138,047
RIDERS:  DEMAND SIDE MANAGEMENT RATE (DSMR)  TOTAL RIDERS	œ	RATE GS COMMERCIAL EXCLUDING RIDERS	77,136	3,070,778		9,968,267	100.0	22,833,740	32,802,007
TOTAL RIDERS	9 0	2			0,000000	0	0.0		0
	7	TOTAL RIDERS				0	0.0		0
12 TOTAL RATE GS COMMERCIAL INCLUDING RIDERS 77,136 3,070,778 9,968,267 100.0	7	TOTAL RATE GS COMMERCIAL INCLUDING RIDERS		3,070,778		9,968,267	100.0	22,833,740	32,802,007

<sup>(1)</sup> BILLS THAT TERMINATE IN RESPECTIVE RATE STEPS. (2) REFLECTS NORMALIZED VOLUMES. (3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7.435816/MCF.

# DUKE ENERGY KENTUCKY CASE NO. 2009- 00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011

(GAS SERVICE) 25 Year Normalized SCHEDULE M-2.3

PAGE 4 OF 7 WITNESS: J. ZIOLKOWSKI

DATA: BASE PERIOD X FORECASTED PERIOD

TYPE OF FILING: X ORIGINAL UPDATED REVISED

WORK PAPER REFERENCE NO(S).:
12 MOS FORECASTED

PROPOSED ANNUALIZED

							_	Page
PROPOSED TOTAL REVENUE (F + H)	(\$)	130,435	3,659,324	3,789,759	0	0	3,789,759	
GAS COST REVENUE(3) (H)	(\$)		2,867,593	2,867,593			2,867,593	
% OF REV TO TOTAL LESS GAS COST REVENUE (G)	(%)	14.1	85.9	100.0	0.0	0.0	100.0	
PROPOSED REVENUE LESS GAS COST REVENUE (F)	(\$)	130,435	791,731	922,166	0	0	922,166	
PROPOSED RATES (E)	(\$/MCF)	\$47.50	2.0530	i	0.000000	Ĭ	11	
SALES(2) (D)	(MCF)		385,646	385,646			385,646	
CUSTOMER BILLS(1) (C)		2,746		2,746			2,746	;TEPS. \$7.435816/MCF.
CLASS/ DESCRIPTION (B)		STOMER CHARGE: N-RESIDENTIAL TOTAL MONTHLY BILLS x : CUSTOMER CHARGE PER MONTH	GE: ON	RATE GS INDUSTRIAL EXCLUDING RIDERS	DERS: DEMAND SIDE MANAGEMENT RATE (DSMR)		12 TOTAL RATE GS INDUSTRIAL INCLUDING RIDERS	(1) BILLS THAT TERMINATE IN RESPECTIVE RATE STEPS. (2) REFLECTS NORMALIZED VOLUMES. (3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7.435816/MCF.
RATE CODE (A)	GS INDUSTRIAL	CUSTOMER CHARGE: NON-RESIDENTIAL TOTAL MONTHLY BILLS x CUSTOMER CHARGE PER	COMMODITY CHARGE: ALL CONSUMPTION	RATE GS INDUSTI	RIDERS: DEMAND SIDE MA	TOTAL RIDERS	TOTAL RATE GS INC	(1) BILLS THAT TERMINATE IN RESPEC (2) REFLECTS NORMALIZED VOLUMES. (3) REFLECTS AVERAGE EXPECTED GA
LINE NO.	-	01 to 4 to	9 ~	∞	9 0	=	12	-

#### ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 DUKE ENERGY KENTUCKY CASE NO. 2009- 00202 (GAS SERVICE)

25 Year Normalized

SCHEDULE M-2.3

PAGE 5 OF 7 WITNESS:

J. ZIOLKOWSKI

DATA: BASE PERIOD X FORECASTED PERIOD TYPE OF FILING: X ORIGINAL UPDATED REVISED WORK PAPER REFERENCE NO(S):: 12 MOS FORECASTED

PROPOSED ANNUALIZED

LINE NO.	LINE RATE NO. CODE (A)	CLASS / DESCRIPTION (B)	CUSTOMER BILLS(1) (C)	SALES(2) (D)	PROPOSED RATES (E)	PROPOSED REVENUE LESS GAS COST REVENUE (F)	% OF REV TO TOTAL LESS GAS COST REVENUE (G)	GAS COST REVENUE(3) (H)	PROPOSED TOTAL REVENUE (F + H)
-	GS OTHER PU	OTHER PUBLIC AUTHORITIES		(MCF)	(\$/MCF)	(\$)	(%)	(\$)	(\$)
0 to 4 to	CUSTOMER CHARGE; NON-RESIDENTIAL TOTAL MONTHLY BILLS X CUSTOMER CHARGE PER	STOMER CHARGE: N-RESIDENTIAL FOTAL MONTHLY BILLS x : CUSTOMER CHARGE PER MONTH	4,452		\$47.50	211,470	16.4		211,470
9 7	COMMODITY CHARGE: ALL CONSUMPTION	RGE: TION		523,797	2.0530	1,075,355	83.6	3,894,858	4,970,213
∞	RATE GS OPA	RATE GS OPA EXCLUDING RIDERS	4,452	523,797	·	1,286,825	100.0	3,894,858	5,181,683
9	RIDERS: DEMAND SIDE	DERS: DEMAND SIDE MANAGEMENT RATE (DSMR)			0.000000	0	0.0		0
7	TOTAL RIDERS				•	0	0.0		0
12	TOTAL RATE GS	12 TOTAL RATE GS OPA INCLUDING RIDERS	4,452	523,797	u	1,286,825	100.0	3,894,858	5,181,683

<sup>(1)</sup> BILLS THAT TERMINATE IN RESPECTIVE RATE STEPS. (2) REFLECTS NORMALIZED VOLUMES. (3) REFLECTS AVERAGE EXPECTED GAS COST OF \$7.435816/MCF.

# DUKE ENERGY KENTUCKY CASE NO. 2009- 00202 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (GAS SERVICE) 25 Year Normalized

SCHEDULE M-2.3 PAGE 6 OF 7 WITNESS:	J. CIOCHOMAN	PROPOSED TOTAL REVENUE (F + H) (I)	(\$)	438,600	2,059,718	2,498,318		(34,390)	(34,390)	2,463,928	2,498,318 2,498,276
		GAS COST REVENUE (H)	(\$)								Total Target
		% OF REV TO TOTAL LESS GAS COST REVENUE (G)	(%)	17.8	83.6	101.4		(1.4)	(1.4)	100.0	₩ F
		PROPOSED REVENUE LESS GAS COST REVENUE (F)	(\$)	438,600	2,059,718	2,498,318		(34,390)	(34,390)	2,463,928	
	UALIZED	PROPOSED RATES (E)	(\$/MCF)	\$430.00	1.7369	·		(0.0290)	•	u	
	PROPOSED ANNUALIZED	SALES(1) (D)	(MCF)		1,185,859	1,185,859				1,185,859	
Q	α.	CUSTOMER BILLS (C)		1,020		1,020				1,020	
DATA:BASE PERIOD _X_FORECASTED PERIOD TYPE OF FILING: _X_ ORIGINAL UPDATED REVISED WORK PAPER REFERENCE NO(S).: 12 MOS FORECASTED		TE CLASS / DE DESCRIPTION (B)	FT - LARGE FIRM TRANSPORTATION - LARGE	3 ADMINISTRATIVE CHARGE	TRANSPORTATION CHARGE: ALL CONSUMPTION	RATE FT-LARGE EXCLUDING RIDERS	irs:	GAS COST ADJUSTMENT TRANSITION (GCAT)	TOTAL RIDERS	10 TOTAL RATE FT - LARGE INCLUDING RIDERS	(1) REFLECTS NORMALIZED VOLUMES.
DATA: TYPE OF F WORK PAI		LINE RATE NO. CODE (A)	1 FT -	3 ADN	4 TRA	o R	7 RIDERS:	∞	თ	10 TOT	(1) R

#### ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES FOR THE TWELVE MONTHS ENDED JANUARY 31, 2011 (GAS SERVICE) DUKE ENERGY KENTUCKY CASE NO. 2009-00202

SCHEDULE M-2.3

PAGE 7 OF 7 WITNESS: J. ZIOLKOWSKI

DATA: BASE PERIOD X FORECASTED PERIOD TYPE OF FILING: X ORIGINAL UPDATED REVISED WORK PAPER REFERENCE NO(S).: 12 MOS FORECASTED PROPOSED ANNUALIZED

LINE RATE NO. CODE (A)	CLASS / DESCRIPTION (B)	CUSTOMER BILLS (C)	SALES (D)	PROPOSED RATES (E)	PROPOSED REVENUE LESS GAS COST REVENUE	% OF REV TO TOTAL LESS GAS COST REVENUE (G)	GAS COST REVENUE (H)	PROPOSED TOTAL REVENUE (F + H) (I)
1 1			(MCF)	(\$/MCF)	(\$)	(%)	(\$)	(\$)
2 INTERRUP	INTERRUPTIBLE TRANSPORTATION							
3 ADMINISTRATIVE CHARGE	TIVE CHARGE	288		\$430.00	123,840	9.6		123,840
COMMODITY CHARGE: ALL CONSUMPTION	CHARGE: UMPTION		1,230,362	0.9493	1.167.983	90.4		1 167 983
TOTAL RATE	6 TOTAL RATE IT TRANSPORTATION	288	1,230,362		1,291,823	100.0		1,291,823